THE YOUNG CLERKS GUIDE,

OR,

An Exact Collection of choice Engliſh Preſidents, according to the beſt forms now uſed,

For all ſorts of Indentures, Letters of Atturney, Releaſes, Conditions, &c.

Very uſefull and neceſſary for all, but chiefly for thoſe that intend to follow the Atturney's practice.

Compiled by Sir *R. H.* Counſellor : And reviſed by an able Practitioner.

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An

An Indenture of An Annuity.

THis Indenture made the twentith day of &c. in the &c. between I. S. of *Skipton* in the County of *York* Eſq; of the one part, and C. P. of *London* Eſq; of the other part, witneſſeth, That the ſaid I. S. for, & in conſideration of the ſum of &c. to him before the enſealing and delivery of theſe preſents, well and truly contented and paid, wherof and wherewith, he the ſaid I. S. doth acknowledge and confeſs himſelf to be fully ſatisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid C. P. his heirs, executors, and adminiſtrators, and every of them for ever by theſe preſents: *Hath given, granted, and confirmed, and by theſe preſents doth give, grant and confirm, for him and his heirs, unto the ſaid C. P. his Executors and Aſſignes, One Annuity or yearly rent-charge of two hundred pounds of lawfull money of England, to be iſſuing and going out of all thoſe the Mannors and Lordſhips of Stanton &c. with all and ſingular their rights, members and appurtenances, in the ſaid County of York; and out of all and ſingular the meſſuages, cottages, houſes, edifices, buildings, barns, ſtables, orchards, gardens, lands, tenements, meadows, feedings, paſtures, commons, moores, marſhes,

*Grant.

Rents, Reverſions, Services, Profits, Commodities, Emoluments & Hereditaments whatſoever, with th'appurtenances to the ſeveral Mannors, or any of them belonging, or heretofore had, uſed, reputed, occupied or enjoyed, as part or parcel of them, or any of them; And alſo, out of all other the lands, tenements, and hereditaments of the ſaid I.S. within the ſaid County of *York*: To have and to hold, perceive, receive, & take the ſaid Annuity or yearly rent-charge of &c. unto the ſaid C.P. his executors, and aſſignes, from the day of the date of theſe preſents, for and during the full term and time of fourty years now next enſuing, and fully to be compleat and ended, if the ſaid C. P. and R.P. Eſq; Nephew to the ſaid C. P. or either of them, ſhall ſo long live; To be paid at four moſt uſual Feaſts or Terms in the year, that is to ſay, at the Feaſt of *&c.* by even and equal portions, At or in the Church porch of the Pariſh Church of &c. And the ſaid I.S. for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe, and grant to and with the ſaid G. P. his heirs and aſſignes, that if it ſhall happen the ſaid yearly Rent of &c. to be behind and unpaid, in part or in all, over or after any of the ſaid Feaſt-daies, in which the ſame ought to be paid, being lawfully demanded, according to the true intent and meaning of theſe preſents, That then he the ſaid I.S. his heirs, and aſſigns, ſhall and will, not onely forfeit, and loſe unto the ſaid G. P. his executors or aſſigns, for, or in the name of a pain and penalty, the ſum of fourty ſhillings of lawful money of England for every day the ſaid yearly Rent ſhall happen to be behind and unpaid, in part or in all, over

A Covenant to pay 10. l. for every day after default in payment of the Rent, and to re-enter.

over or after any of the ſaid Feaſt-daies, wherein the ſame ought to be paid as before is mentioned: But alſo that it ſhall and may be lawful to and for the ſaid C. P. his executors and aſſignes, and to and for every of them, from time to time, from and after every of the ſaid Feaſt daies, wherein the ſaid yearly rent, or any part thereof, ſhould or ought to be paid, as before is mentioned, into all and ſingular the ſaid Mannors, and into every of them, and into all other the Lands, Tenements and hereditaments to the ſaid Mannors, or any of them, belonging, and into all other the premiſſes, with all and ſingular their appurtenances, and into every or any part or parcel thereof, at his or their, or any of their free wills and pleaſures, to enter and diſtrain, as well for the ſaid yearly rents, as for the ſaid ſumme or ſummes of money, which ſhall or may happen or become forfeited or loſt, for or in the name of a pain, as is aforeſaid, and for the arrearages of them and either of them, if any ſhall happen to be, and the diſtreſs and diſtreſſes, then and there found, to lead, drive, take, and carry away, and the ſame to detain and keep, untill the ſaid C. P. his executors or aſſigns, ſhall be fully ſatisfied, contented and paid. And the ſaid I. S. for himſelf, his executors, &c. doth covenant and grant to and with the ſaid C P. his executors, &c. that he the ſaid I. S. at the time of the enſealing & delivery of theſe preſent Indentures, is ſolely, rightfully, and abſolutely ſeized in his Demeaſn, as of Fee-ſimple, to his own proper uſe and behoof, without any manner of condition or limitation of any uſe or uſes, to alter, change and determine the ſame, of & in the ſaid mannors, meſſuages, lands, tenements, Hereditaments, and all other the premiſſes above named,

Covenant that he is ſeized in Fee, and hath power to charg the premiſſes with the Annuity,

With their appurtenances, and of every part and parcel thereof: and that he now hath full power and lawfull authority, to charge all and singular the same premiſſes, with the appurtenances, and every part thereof, to & with the ſaid Annuity or yearly Rent &c. in manner and form above declared; and alſo that the ſaid Mannors, Meſſuages, Lands, Tenements, and all other the premiſſes, now are, and ſo from time to time, and at all times, for and during the ſaid term of fourty years (if the ſaid R. and C. or either of them, ſhall ſo long live) ſhall and may remain and continue liable, ſufficient and avert to and for diſtreſs, and diſtreſſes of the ſaid A. and of his executors or aſſigns, as the caſe in that behalf ſhall require, for and concerning the ſaid yearly rent, and other the premiſſes, and every part thereof; And the ſaid I. S. for himſelf &c. That he the ſaid I. S. his executors and aſſigns, ſhall and will from time to time, and at all times hereafter, for and during the ſpace of five years next enſuing the date hereof, at the reaſonable requeſt of the ſaid C. P. his executors and aſſigns, or any of them, at his or their or any of their proper coſts and charges in Law, do, make, knowledge, and ſuffer, or cauſe and procure to be done, made, knowledged and ſuffered, all and every ſuch further, reaſonable and lawfull act and acts, thing and things, device & devices in the law whatſoever, for the further, more perfect and better aſſurance, ſurety and ſure making of the ſaid Annuity or yearly rent-charge of &c. to the ſaid C. P. his executors and aſſigns, for and during the ſaid term of fourty years, if the ſaid C. and R. do ſo long live, according to the true intent and meaning of theſe preſents, as by the ſaid C. P. his executors, adminiſtrators or aſſigns, or by any of them, or by any of their councel learned in the Law, ſhall be reaſonable deviſed, adviſed or required. In witneſs whereof, the parties aſo eſaid to theſe preſent

In-

Indentures, have not onely interchangeably ſet their &c. but alſo the ſaid I.S. hath given and delivered unto the ſaid C.P. ten ſhil. current *Engliſh* money, in the name of ſeizin of the aforeſaid Annuity or yearly rent-charge of &c. before mentioned. Dated the day and year above written.

An Indenture of Leaſe with extraordinary Covenants.

THis Indenture made &c. between C. B. of &c. of the one part; and I.S. of *Stretton*, in the County of &c. Witneſſeth; that the ſaid C.B. for and in conſideration of &c. hath demiſed, granted, ſet, and to Farm-let, and by theſe preſents doth &c. unto the ſaid I S. all that his meſſuage or tenement, ſet, lying & being in &c. aforeſaid, together with all houſes, edifices, buildings, barns, yards, orchards, crofts, lands, meadows, paſtures, feedings, commons, profits & commodities whatſoever, to the ſaid meſſuage or tenement of right in any wiſe belonging, lying within the Town or fields of *Stretton*, aforeſaid; All which meſſuage or tenement, with all other the premiſſes, are now in the occupation of the ſaid I.S. (except & always reſerved) out of this preſent leaſe, all manner of trees growing or being in or upon the ſaid premiſſes or any part thereof; To have & to hold the ſaid Meſſuage or tenement, with all houſes, edifices, buildings, barns, yards, orchards, crofts, lands, meadows, paſtures, commons, profits, commodities, with their appurtenances, as is aforeſaid (except before excepted) unto the ſaid I.S. his executors &c. from the day of the date of theſe preſents, unto the ful end & term of twenty & one years from thence next enſuing, and fully to be complete & ended: yielding and paying therfore yearly, during the

ſaid term, unto the ſaid C. B. and the heirs of his body lawfully begotten, and for default of ſuch iſſue, to the right heirs inheritable to the premiſſes, the yearly rent of &c. At two of the uſual Feaſts in the year, that is to ſay, at the Annunciation of our Lady, & S. *Michael* the Archangel, by even and equal portions, & doing ſervice to the Court, of the ſaid C.B. his heirs and others aforeſaid, at his or their Mannor of S. aforeſaid, as often as it ſhall be kept there, at or upon reaſonable ſummons or warning, as other Tenants of the ſaid Mannour do, or ſhould do; And at the deceaſe of the ſaid I. S. and ſuch his aſſignes, as hereafter by him ſhall be nominated or apointed, dying Tenants of the premiſſes, to pay his or their beſt beaſt unto the ſaid C.B. and to ſuch as the remainder or reverſion of the ſaid Mannor ſhall come unto, in the name of a Heriot: And if it ſhall happen the ſaid yearly rent of &c. to be behind or unpaid, in part or in all, by the ſpace of &c. next after any of the ſaid feaſts at which it ought to be paid (if it be lawfully demanded) That then and from thenceforth, it ſhall and may be lawful unto and for the ſaid C.B. his heirs &c. & all & every other the perſons above-named to whom the right thereof ſhall appertain, as aforeſaid, into the ſaid meſſuage or Tenement, & all other the premiſſes, with the appurtenances, wholly to re-enter, & the ſame to have again, retain & re-poſſeſs, as in his or their former eſtate, this Indenture or any thing therein contained to the contrary, in any wiſe notwithſtanding. And alſo it is covenanted and agreed, that it ſhall and may be lawful unto the ſaid I. S. and his Aſſigns, to lop the trees growing upon any parcel of the premiſſes heretofore lopped, at all times convenient, for the neceſſary fencing of the hedges: And the ſaid I. S. doth covenant and grant, for him, his executors, adminiſtrators and aſſignes,

For reparation.

aſſigns, by theſe preſents, to and with the ſaid C.B. his heirs, executors, adminiſtrators and aſſignes, and every of them, That he the ſaid I. S. and his aſſigns, ſhall make and do, or cauſe to be made or done, at his and their own proper coſts and charges, all and all manner of reparations in and upon the premiſſes before by theſe preſents granted and letten, from time to time, when and as often as need ſhall require, during the ſaid term of &c. and ſo well and ſufficiently repaired, ſhall in the end of the ſaid term, or other ſooner determination of this preſent Leaſe, yield up and leave the ſame. And further

ſhall from time to time, during the ſaid term, do his or their ſute to the Mill or Mills of the ſaid C. B. within the ſaid Mannor of S. aforeſaid, *To do ſute belonging to the mils of the ſaid Mannor.*

and all ſuch corn and other gain whatſoever, as the ſaid I. S. aforeſaid, doth or may cuſtomarily uſe, to grind, or cauſe to be ground, to be at the ſame Mill or Mills ground. And it is further covenanted & agreed between the ſaid parties, That it ſhall and may be lawful to and for the ſaid C. B. & his heirs, or any to whom the right thereof ſhall appertain, as aforeſaid, if it be their pleaſure, at any time hereafter during the ſaid term, to make an exchange of parcel or parcels of the lands or Meadows, or any part or parcel of the premiſſes, belonging to the ſaid Meſſuage or Tenement, to take, and to have the ſame at his or their will and pleaſure, giving and allowing unto the ſaid I. S. and his aſſigns, as much land in quantity and goodneſſe for the ſame in ſuch place within the fields of S. aforeſaid, as by the judgement and diſcretion of four of the Tenants of the ſaid C. B. & his heirs, or any to whom the right thereof ſhall appertain, as aforeſaid, then dwelling in S. aforeſaid, ſhall be adjudged, nominated and appointed: And the ſaid I. S. covenanteth and grant-

teth, &c. That he the ſaid I. S. or his aſſigns, ſhall and will yearly during the ſaid term, at ſeaſonable times, due & convenient in the year, plant or ſet in or upon the premiſſes, ſix handſome young trees or ſaplings of Oak, Elm or Aſh, and them ſo planted and ſet, ſhall from time to time, yearly cheriſh, preſerve, ſuſtain and ſuffer to grow and increaſe to the moſt profit, uſe and behoof of the ſaid C. B. his heirs and aſſigns for ever. Provided alwaies, and it is fully conditioned and agreed between the ſaid parties, that the ſaid I. S. ſhall not at any time hereafter, demiſe, grant, let, ſet, aſſign, or by any other waies or means, put away or depart with the ſaid Leaſe, Term of years, meſſuage or tenement, and other the premiſſes, with the appurtenances, or any part or parcel thereof, or do, procure, or ſuffer to be done, any act, deed or thing whatſoever, whereby the ſame, or any part or parcel thereof, ſhall or may at any time hereafter, revert, deſcend, or come unto any perſon or perſons whatſoever, other than unto his Wife and child, at any time during the ſaid term, without the conſent of the ſaid C. B. or his heirs, and other the perſons aforeſaid, firſt had and obtained in writting under his or their hands or ſeals, upon pain of forfeiting of this Indenture of leaſe, any thing herein contained to the contrary in any wiſe notwithſtanding.

And the ſaid C. B. covenanteth for himſelf, his heirs, executors and adminiſtrators &c. to warrant and defend the ſaid meſſuage or Tenement, and all other the premiſſes above letten, unto the ſaid I. S. and ſuch his aſſignes as are above expreſſed, againſt all perſon or perſons pretending any title to the ſame, from, by or under him the ſaid C. B. his heirs or aſſigns, during the ſaid term, according to the true intent and meaning of theſe preſents. In witneſs whereof the parties firſt above-named, to theſe preſent Indentures inter-

changeably

changeably have ſet their hands and ſeals, the day and year firſt above written, *Annoq;* *Dom.* 1636.

A *Deed of gift made to one to ſave him harmleſs from all Bonds.*

TO all Chriſtian people to whom this preſent writing ſhall come, I I. P. of &c. ſend greeting in our Lord God everlaſting: Know ye, that I the ſaid I.P. as well for the indempnity, diſcharge, and ſaving harmleſs of R. B. of &c. his Heirs, Executors and adminiſtrators, and every of them, of and from all manner of bonds and writings obligatory whatſoever, wherein the ſaid R. B. is and ſtandeth bound for me the ſaid I. P. in any ſumme or ſummes of money to any perſon or perſons whatſoever; as alſo for divers other good cauſes and conſiderations me hereunto eſpecially moving, have given, *Grant.* granted, bargained, ſold, and confirmed, and by theſe preſents do give, grant, bargain, ſell and confirm unto the ſaid R. B. all and ſingular my Leaſes, goods and chattels whatſoever, as well reall as perſonall, of what kind, nature, quality or condition ſoever the ſame are or be, and in what place or places ſoever the ſame ſhall or may be found, as well in my own cuſtody and poſſeſſion, as in the hands, cuſtody and poſſeſſion of any other perſon or perſons whatſoever, To have and to hold all & ſingular the ſaid leaſes goods and chattels, and all other the premiſſes, with the appurtenances, to the ſaid R. B. his heirs, executors, Adminiſtrators and aſſigns, to his and their own proper uſe and behoof for ever: And I the ſaid I. P. & my heirs, all and ſingular the ſaid Goods and Chattels, and other the premiſſes, unto the ſaid R. B. his executors, adminiſtrators and aſſigns, to his and their own proper uſe as aforeſaid, ſhall and will warrant and

for

for ever defend, by theſe preſents. Provided alwaies, that if I the ſaid I. P. my executors, adminiſtrators or aſſigns, or any of us, do or ſhall from time to time, and at all times hereafter, clearly acquit & diſcharge, or otherwiſe ſufficiently ſave and keep harmleſſe the ſaid R. B. his executors, adminiſtrators and aſſigns, and all his and their goods, chattels, lands, Tenements and hereditaments, and every of them, off and from all and ſingular bonds and writings obligatory whatſoever, wherein, or whereby the ſaid R. B. at the requeſt and for the debt of me the ſaid I. P. is and ſtandeth bound to any perſon or perſons whatſoever, in any ſum or ſums of money, and off and from all manner of actions, ſutes, charges, troubles, expences and demands whatſoever, which ſhall or may in any wiſe hereafter happen, come, grow or be to or againſt the ſaid R. B. his executors or adminiſtrators, or any of them, for or by reaſon or means of the ſame obligations or writings obligatory, or any of them, or any thing in them, or any of them mentioned or contained, that then his preſent deed or grant, and every thing herein contained, ſhall be utterly void and of none effect, any thing herein before ſpecified to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof &c.

A *Leaſe of a houſe & certain lands made in conſideration of a certain ſum of money, the fee-ſimple being in the Leſſor.*

THis Indenture made, &c. Between M. C. of &c. Gentleman, and A. C. his wife, on the one part, and I. E. of &c. Eſq; on the other part, witneſſeth, that the ſaid M. C. and A. his wife, for and in conſideration of the ſum of &c. of lawful money of *England* to them in hand paid before the enſealing and delivery

delivery of theſe preſents by the ſaid T. E. whereof and wherewith they the ſaid M. C. and A. acknowledge themſelves to be fully ſatisfied, contented and paid, and thereof and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid T. E. his executors, adminiſtrators and aſſigns, by theſe preſents, Have demiſed, granted, ſet, and to farm-let, and by theſe preſents demiſe &c. unto the ſaid T. E. his &c. All that their Manſion houſe, with the rights, members, and appurtences thereof, ſituate, lying and being in *Arleſcot*, in the pariſh of N. in the County of W. All that cloſe of paſture commonly called or known by the name of the great cloſe, containing by eſtimation fourty acres, be it more or leſs; and alſo all that cloſe of paſture, commonly called or known by the name of the middle paſture, containing by eſtimation fourty acres, be it more or leſs; and all that cloſe of paſture &c. All and ſingular which ſaid cloſes and other premiſſes are, or late were in the tenure or occupation of the ſaid M. or his aſſignee or aſſignees, and are ſituate, lying and being in A. aforeſaid in the ſaid C. of N. and alſo all other meſſuages, houſes, edifices, buildings, barnes, ſtables, dove-houſes, orchards, gardens, tenements, meadows, paſtures, feedings, woods, under-woods, commons, waſt-ground, moors, marſhes, rents, revertſions, ſervices, profits, commodities and hereditaments whatſoever of them the ſaid M. C. or A. C. or either of them, ſituate, lying and being in *Arleſcot* aforeſaid, or in either of them, in the ſaid County of N. To have and to hold the ſaid Manſion-houſe, Cloſes of Meadow, paſture and arable, and all and ſingular other the premiſſes, with their and every of their appurtenances, before by the preſents demiſed, and every part and parcel thereof, unto the ſaid T. E. his executors, adminiſtrators and aſſigns, from the feaſt day of &c. laſt paſt before the

date

date hereof, unto the full end and term of &c. from thence next enſuing and fully to be complete and ended, yielding and paying therefore yearly during the ſaid term, unto the ſaid M.C. and A. his wife, their heirs and aſſigns, one pepper corn at the Feaſt of &c. if the ſame be lawfully demanded; And the ſaid M.C. for himſelf, and for the ſaid A. his wife, their heirs, executors, adminiſtrators and aſſignes, and every of them, doth covenant, promiſe and grant to and with the ſaid T.E. his executors, adminiſtrators and aſſigns, and to and with every of them, by theſe preſents in manner and form following, That is to ſay, that he the ſaid M. C. at the time of the enſealing and delivery of theſe preſents, ſtandeth and is lawfully ſeized in his Demeaſn as of Fee, of and in the ſaid Manſion houſe, ſeveral cloſes, and of and in all other the premiſſes before by theſe preſents demiſed, or mentioned to be demiſed, with their and every of their appurtenances, without any manner of condition or limitation of uſe or uſes, to alter, change or determine the ſame: and that they the ſaid M. C. and A. or one of them, now have or hath full power and authority to demiſe and grant the ſaid Manſion houſe, and other the premiſſes, with their appurtenances, and every part and parcell thereof, unto the ſaid T. E. his executors, adminiſtrators and aſſignes, in manner and form aforeſaid; And alſo that the ſaid Manſion houſe, Cloſes, and other the premiſſes before by theſe preſents demiſed, or meant, mentioned or intended to be demiſed, and every part and parcel therof, now are, and by and during the ſaid term of &c. by theſe preſents granted, ſhall be, remain and continue unto the ſaid T. E. his executors, adminiſtrators and aſſignes, of the clear yearly value of &c. at the leaſt, over and above all charges and repriſes; And further that he the ſaid

T.E.

T. E. his executors, adminiſtrators and aſſigns, under the rents, covenants, grants, and agreements in theſe preſents contained, ſhall and may at all times hereafter, and from time to time during the term hereby granted & demiſed, or meant, mentioned or intended to be granted or demiſed, quietly and peaceably have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Manſion-houſe, cloſes, and all other the premiſſes, and every part and parcel of them, with their and every of their appurtenances; And the rents, iſſues and profits thereof, ſhall or may receive, perceive, and take to his and their own poper uſe & behoof, clearly acquitted, exonerated and diſcharged of, and from, all manner of former and other bargains, ſales, gifts, grants, leaſes, jointures, Statute Merchant, and of the ſtaple recognizances, intruſions, judgements, executions, rent-charge, rents-ſeck, arrerages of rents, debts, and duties to the Kings majeſty; And of and from all other charges, titles, troubles and incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid M. C. and A. or either of them, their or either of their heirs or aſſignes, or by any other perſon or perſons whatſoever; And moreover the ſaid M. C. for himſelf, and for the ſaid A. his wife, their heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid T. E. his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that he the ſaid M. C. and A. his Wife, their heirs and aſſignes, ſhall and will at all times hereafter, and from time to time, during the time and ſpace of five years next enſuing the date hereof, upon all and every reaſonable requeſt and requeſts to him or them, or any of them to be had or made by the ſaid T. E. his executors, adminiſtrators, or aſſignes, or any of them, and at the coſts and charges in the Law of

of him the ſaid T. E. his executors, or aſſigns, or ſome of them, do make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered, all and every ſuch further lawful act and acts, thing and things, device and devices in the Law whatſoever, for the better confirmation of theſe preſents. And for the better and further aſſurance, ſurety, ſure making and conveying of the ſaid Manſion houſe, cloſes, and other the premiſſes, and every or any of them, with their and every of their appurtenances, for and during the ſaid term of years, hereby granted, or mentioned to be granted unto the ſaid T. E. his executors, adminiſtrators or aſſignes, according to the true intent & meaning of theſe preſents, as by the ſaid T. E. his executors, adminiſtrators or aſſigns, or by his or their Councel learned in the law, ſhall be reaſonably deviſed &c. In witneſs &c.

An Aſſignment of the ſame leaſe and premiſſes to a third perſon in truſt, upon condition that if the money be not paid, the Aſſignment to be void.

THis Indenture made the &c. between T. E. of &c. on the one part; and T. C. of &c. on the other part, witneſſeth, that whereas M. C. of &c. Gentleman, and A. C. then Wife of the ſaid M. by their Indenture of leaſe, being dated the &c. for the conditions therein mentioned, did demiſe, grant and to farm-let unto the ſaid T. E. his executors, adminiſtrators and aſſignes, all that his Manſion-houſe, with the rights, members and appurtenances thereof, ſituate, lying and being in *Arleſcot*, in the pariſh of N. in the County of N. and all that cloſe of paſture, commonly called or known by the name of the great cloſe, containing by eſtimation, fourty acres, be it more or leſs; and alſo all that cloſe of

paſture

paſture, commonly called or known by the name of the middle paſture, containing by eſtimation, fourty Acres, be it more or leſs; And all that cloſe and meadow &c. All and ſingular which ſaid cloſes, and other the premiſſes, then or late were in the tenure or occupation of the ſaid M. his aſſignee or aſſignees, and are ſituate, lying or being in *Arleſcot* aforeſaid, in the ſaid County of N. and alſo all other meſſuages, houſes, edifices, buildings, dove-houſes, orchards, gardens, tenements, meadows, paſtures, feedings, woods, underwoods, commons, waſte ground, moors, meadows, marſhes, rents, reverſions, ſervices, profits, commodities, and hereditaments whatſoever, of them the ſaid M. C. and A. C. or either of them, ſituate, lying and being in A. aforeſaid, and N. or in either of them, in the ſaid County of N. to have and to hold the ſaid Manſion-houſe, Cloſes of meadow, paſture and arable, and all and ſingular other the premiſſes, with their & every of their appurtenances, by the ſaid Indenture of Leaſe, demiſed or mentioned to be demiſed, and every part or parcel thereof, unto the ſaid T. E. his executors, adminiſtrators and aſſigns, from the Feaſt of &c. then laſt paſt, before the date of the ſame Indenture of Leaſe, unto the full end and term of &c. from thence next enſuing, and fully to be complete and ended, Yielding and paying therefore yearly, during the ſaid term, unto the ſaid M. C. and A. his wife, and to the heirs and aſſigns of the ſaid M. one pepper corn onely at the Feaſt of &c. if the ſame ſhall be lawfully demanded, as in and by the ſame Indenture of Leaſe, amongſt divers other covenants, grants, articles and agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, the ſaid T. F. for and under the proviſo or condition hereafter in theſe preſents mentioned and expreſſed,

hath

hath bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely bargain, ſell, aſſign and ſet over unto the ſaid T. C. his Heirs and aſſigns, all the eſtate, right, title, intereſt, property, poſſeſſion, term of years, claim and demand whatſoever, which he the ſaid T. E. now hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid Manſion houſe, cloſes of land, and other the premiſſes, with the appurtenances, by the ſaid Indenture of Leaſe demiſed, and in and to every or any part or parcel thereof, by force and vertue of the ſaid recited Indenture of Leaſe; Provided alwaies, that if the ſaid T.C. his heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall not well and truly pay or cauſe to be paid unto the ſaid T. E. his executors, adminiſtrators or aſſigns, the ſum of &c. without fraud &c. That then this preſent Indenture, and all and every Covenant, grant, article and agreement therein contained, ſhall be utterly void, fruſtrate and of none effect, any thing herein before ſpecified to the contrary thereof in any wiſe notwithſtanding. In witneſs &c.

An Aſſignment of a Judgement, with a Letter of Attorney therein inſerted.

TO all Chriſtian People to whom theſe preſent writings ſhall come, we I.H. Clerk, Parſon of &c. and *Oliver Buck* of &c. ſon and Executor of I.B. late of &c. Gentleman deceaſed, ſend greeting: Whereas there is a Judgement of 400l. depending in the Court commonly called the *Kings Bench* at *Weſtminſter*, againſt E.S. of F. Eſq; and R.S. of F. aforeſaid Gentleman, at the ſute of me the ſaid I. H. and of the ſaid I. *B.* deceaſed, as by the Record thereof re-

remaining in the ſaid Court of Kings Bench, more at large may appear, upon which Judgement, there hath been Execution lately proſecuted and taken forth. Now know ye that we the ſaid I. H. and O. B. for divers juſt cauſes and valuable conſiderations us hereunto eſpecially moving, Have granted, transferred, aſſigned, and ſet over, and by theſe preſents do clearly and abſolutely grant, transfer, aſſign and ſet over unto *Anthony* H. of *Lincolns Inne*, in the County of *Middleſex* Gentleman, his Executors, Adminiſtrators and Aſſignes, as well the ſaid Judgement of 400 l. aforeſaid, as alſo all the Benefit, Commodity, Sum and Sums of money, profit and advantages whatſoever, that now is or hereafter ſhall be obtained or gotten, by reaſon or means of the ſame judgement, or of any execution or extent thereof, or thereupon, to be had, ſued, executed or obtain'd, & all the eſtate, right, title, intereſt and demand whatſoever, which we the ſaid I. H. and O. B. or either of us have or ought to have, or claim, of, in and to the ſaid Judgement of 400 l. or any ſum of money, Lands, Tenements, or other things, which by vertue thereof, or of any Execution, Proceſs, or proceedings thereupon ſued, ſhall be recovered, obtained or gotten; And further, we the ſaid I. H. and O. B. do by theſe preſents make, ordain, conſtitute, authorize and appoint the ſaid A H. to be our true and lawfull Attorney, for us, and in our names, or the name of either of us, to Sue and Proſecute the execution upon the ſaid judgment, and upon ſatisfaction given, or any other end, Compoſition or agreement made concerning the premiſſes, to acknowledge ſatisfaction, or to make and do any other Releaſe and diſcharge for the ſame; and all and every other act and acts, thing or things, whatſoever, as ſhall be requiſite and needful to be done, in or about the premiſſes, we covenant, promiſe and

grant to, allow, ratify, eſtabliſh and confirm by theſe preſents; And we the ſaid I. H. and O B. for us, and either of us, our Executors and Adminiſtrators, do covenant, promiſe and grant, to, and with the ſaid A. H. his Executors, Adminiſtrators and Aſſigns, by theſe preſents in manner and form following; That is to ſay, that neither the ſaid I. B. in his life time, nor we the ſaid I. *H.* and O. B. nor any of us have, heretofore made, done and committed any releaſe or other diſcharge of the ſaid judgement, or of any Extent or Execution which hath been thereupon Sued or Executed, nor we the ſaid I. H. and O. B. or either of us, our Executors or Adminiſtrators, at any time hereafter ſhall, or will make, commit or do any Releaſe, or other Act or thing whatſoever, whereby the ſaid Judgement, or any Extent or Execution which hath been thereupon ſued or executed, or which ſhall be thereupon ſued or executed at any time hereafter, by the ſaid A. H. or his Aſſigns, ſhall be in any manner of wiſe, hurt, hindred, diſabled, debarred or extinguiſhed, without the conſent of the ſaid A. H. his Executors or Aſſigns, thereunto firſt had and obtained in writing under his or their hands and ſeals. And further that we the ſaid I. H. and O. B. our Executors, Adminiſtrators and Aſſigns, and every of us, ſhall and will at all times hereafter, and from time to time, upon requeſt made, and at the coſt and charges of the ſaid A. H. and his Aſſigns, maintain, juſtify, allow and confirm all ſuch lawfull actions, ſutes, proceſs, Extents, Executions and proceedings whatſoever, as have been or hereafter ſhall be brought, ſued forth or proſecuted againſt the ſaid E. S. and R. S. or either of them, their Executors, or Adminiſtrators, or their, or any of their Lands, Tenements or goods, upon, or by reaſon of the ſaid Judgement of four hundred pounds above-mentioned;

ned; And that he the ſaid A. H. his Executors and adminiſtrators, ſhall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uſes and behoofs, all ſuch benefit, ſum and ſums of money, Lands, Tenements, and other things, as by vertue of the ſaid Judgement, or any Extents, Execution, proceſs or proceedings thereupon brought or to be brought, ſued or proſecuted, ſhall be recovered, obtained or gotten, without the let, ſuit, trouble, eviction or diſturbance of us the ſaid I. H. and O. B. or either of us, our executors, or adminiſtrators, and without any accompt or other thing to us, or any of us to be therefore made or given. In witneſs &c.

An Aſſignment of a houſe and lands from one who had the ſame in Morgage, and was forfeited to him.

THis Indenture made &c. between W. B. of &c. on the one part, and G. H. of &c. on the other part, witneſſeth; that whereas B. C. of &c. by his Indenture bearing date &c. (& ſo go forward with the recitals) And wheras in the ſaid recited Indenture of Aſſignment, there is a Proviſo or condition contained for redemption of the premiſſes, upon payment of one hundred pounds of &c. on the ſixth day of &c. which then ſhould be, and ſince hath been in the year of our Lord God &c. At or in the &c. as in and by the ſaid Proviſo or Condition, whereunto Relation being had, more fully and at large it doth and may appear, which ſaid ſum of 100l. &c. or any part thereof, was not paid or tendred to be paid, to, or for the ſaid W. B. at the day or place in the Proviſo of redemption limited for the payment therof, and yet remaineth unpaid, by reaſon and means whereof, the ſaid Meſſuage and other the premiſſes, and the whole eſtate, leaſe, right,

title and intereſt of the ſaid B. C. in and to the ſame became forfeited unto the ſaid W. B. and he thereby was and now is, and ſo ſhall be lawfully intereſſed and poſſeſſed in the ſame premiſſes, and every part thereof, during all the reſidue and term of years, which then were, and yet are to come and unexpired of the term granted to the ſaid B. C. in & by the ſaid Indenture of demiſe abovementioned. Now this Indenture further witneſſeth, That the ſaid W. B. for and in conſideration of the ſum of &c. to him in hand paid by the ſaid G. H. at and before the enſealing and delivery of theſe preſents, whereof and wherewith, &c. Hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant &c. unto the ſaid G. H. his executors, adminiſtrators and aſſigns, as wel the ſaid Meſſuage, tenements, Yards, Gardens, Orchards and cloſes to the ſame adjoining and belonging; Together alſo with all and every the arable Land, Meadows, Paſtures, Feedings, Profits, commodities and Hereditaments whatſoever to the ſaid Meſſuage belonging, or in any wiſe appertaining, and all other the premiſſes, with th'appurtenances whatſoever, in and by the ſaid Indenture of demiſe granted to the ſaid W. B. as aforeſaid; As alſo all the eſtate, right, title, intereſt, property, poſſeſſion, term of years, claim and demand whatſoever, which he the ſaid W. B. his executors, adminiſtrators or aſſigns, now have, hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid Meſſuage, and other the premiſſes, with th'appurtenances, and every or any of them, or any part or parcell thereof, by force and vertue of the ſaid Indenture of Morgage or Aſſignment above recited, or either of them, or any thing in them, or any of them mentioned or containd, or by any other waies or means whatſoever; together with the ſame Indenture of Demiſe

and

and Morgage aforesaid, & all and every other writings and Minuthentes concerning the same; To have and to hold the said messuage, yards, gardens, orchards, lands, meadows, pastures, feedings, Indentures of demise and morgage, writings and Minuments, estate, right, title, interest and term of years, & all & singular other the premisses, with the appurtenances, before by these presents bargain'd, sold, assign'd, & set over, & every part and parcel thereof, unto the said G H his executors, administrators and assigns, to his and their own proper uses and behoofs, in as large, ample and beneficial manner and form, to all intents, constructions and purposes, as he the said W.B now hath, may, might, should or in any wise ought to have and enjoy the same, by force & vertue of the same Indenture of lease or demise, or the said Indenture of morgage aforsaid or either of them, or any thing in them, or any of them mentioned or expressed, or otherwise howsoever (A covenant for discharges or incumbrances) In witness &c.

A Morgage of a Lease for indempnity of certain sureties bound in an Obligation made to another in trust, for their use.

THis Indenture made the &c. Between H.H. of &c Gentleman, on the one part, and R.M. of I.N and R.D. of &c. Gentleman, on the other part, Witnesseth, That whereas &c. as in and by the said Indenture of lease among other things more fully and at large appeareth. And whereas the said I.N and R.D. at the request & for the debt of the said H.H. together with him, in and by one Obligation with condition endorsed, bearing date with these presents, are & stand jointly and severally bounden unto R.S. of &c. in the sum of &c. for the true payment of &c on the &c. at or in the &c. as in and by the said recited Obligation & condition therof more at large it doth & may appear.

Now

Now this Indenture further witneſſeth, That the ſaid H. H. for the Indemnity and diſcharge of R. and D. their heirs, executors and adminiſtrators, and every of them, of & from the ſaid recited obligation, and all ſum and ſums of mony therein mentioned & contained, and from all actions, ſutes & demands concerning the ſame, Hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſign and ſet over, unto the ſaid R. M. his executors, adminiſtrators and aſſigns, as well the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, with the appurtenances, and every part thereof by the ſaid Indenture of Leaſe demiſed, and every part and parcel thereof; as alſo all the eſtate, right, title, intereſt, property, term of years, claim and demand whatſoever, which he the ſaid H. H. his executors, adminiſtrators or aſſigns, now have, hath, may, might, ſhould, or in any wiſe ought to have or claim, of, in & to the ſaid Meſſuage or Tenement, and other the premiſſes, with the appurtenances, and every or any part or parcel thereof, by force and vertue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or by any other wayes or means whatſoever; together with the ſaid recited Indenture of Leaſe,

Consideration.

To have & to hold the ſaid meſſuage or tenement, Indenture of Leaſe, eſtate, right, title, intereſt, term of years, and all and ſingular other the premiſſes, with the appurtenances, before by theſe preſents bargained or ſold, or meant, mentioned or intended, to be hereby given, granted, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid R. M. his executors, and aſſignes, from the enſealing, and delivery of theſe preſents forwards, for, during and untill the full

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full accompliſhment of all the reſidue of the ſaid term of &c. now to come and unexpired, granted by the ſaid Indenture of Leaſe, in as large, ample and beneficial manner and form, to all intents, conſtructions and purpoſes, as he the ſaid H. H. now hath, may, might, ſhould or in any wiſe ought to have & enjoy the ſame by force and vertue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever; Nevertheleſs upon ſpecial truſt and confidence, that he the ſaid R. M. his executors, adminiſtrators and aſſigns, and every of them, ſhall ſtand and be intereſſed and poſſeſſed of and in the ſaid meſſuage or tenement, and all other the before-bargained premiſſes, with the appurtenances, and every part and parcel thereof, to the onely proper uſes and behoofs of the ſaid I. N. and R. D. their executors, adminiſtrators and aſſigns, and to no other uſe, intent or purpoſe whatſoever. And the ſaid H. H. for himſelf, his executors and adminiſtrators, doth covenant, promiſe & grant to and with the ſaid R. M. his executors &c. and to and with every of them by theſe preſents, in manner and form following: That is to ſay, That the ſaid recited Indenture of Leaſe, at the time of the enſealing and delivery of theſe preſents, is a good perfect, ſure and indefeſible leaſe in the Law, of, and for the ſaid meſſuage or tenement, and premiſſes thereby demiſed, and ſo ſhall ſtand, remain and continue unto the ſaid R. M. his executors and aſſigns to the uſes before mentioned, for and during the term of years thereby granted and un-expired: And that he the ſaid H. H. now hath ful power, good right, true title, and law- *And that he* ful authority, to give, grant, bargain, ſell *hath power* and ſet over the ſame premiſſes, & every *to demiſe.* part thereof, unto the ſaid R. M. his ex- ecutors, adminiſtrators and aſſigns, to the uſe aforeſaid

in manner & form above mentioned, according to the true intent and meaning of these presents (a Covenant for quiet enjoying, and from incumbrances) Provided always, that if the said H. his heirs, executors, administrators or assignes, or any of them, do truly pay or cause to be paid unto the said R.S. his executors, administrators or assigns, the said sum of &c. on the &c. at the place aforesaid, for and in full and clear discharge of the said recited Obligation & Condition above mentioned, that then this Indenture to be void and of none effect, this Indenture or any thing herein contained to the contrary thereof in any wise notwithstanding. In witness &c.

Proviso.

A *Bill of Sale.*

KNow all men by these presents, that I W. H. of &c. for & in consideration of the sum of &c. of lawful mony of *England* to me in hand paid by I. S. of &c. Goldsmith, at and before the ensealing and delivery of these presents, wherewith I confesse my self to be fully satisfied, contented and paid, have bargained and sold, and by these presents, do fully, clearly and absolutely bargain and sell unto the said I. S. in plain and open Market within the City of *London*, one Chain of Gold with round links unsocketed, weighing tweny ounces of Gold weight, and one gold Ring enameled, set with a small table Diamond; To have and to hold the said Chain of Gold and Ring, to the said I. S. his Executors, Administrators and Assigns, to his and their own proper uses and behoofs for ever. And I the said W. H. my executors and administrators, and every of us, the said Chain and Ring unto the said I. S. his Executors and Administrators, against all people shall and will warrant, acquit and for ever defend by these presents. Provided always, That if I the said W. H my Heirs, Executos, Ad-

Administrators &c. or any of us, do well and truly pay or cause to be paid unto the said I. S. his executors, administrators or assignes, the full sum of &c. on the &c. at or in the &c. without fraud or coven, that then this present Bill, and the bargain and sale of the said Chain and Ring, shall be utterly void and of none effect, or else to stand and abide in force and vertue.

A Release of Lands morgaged.

THis Indenture made the &c. between A. N. of &c. Esquire on the one part; and Sir M. H. of &c. Knight, on the other part, *witnesseth*, That whereas the said A. N. by his Indenture bearing date the &c. for & in consideration of the sum of &c. by I. A. of &c. well and truly to be paid in manner and form as in & by a proviso contained in the said Indenture is mentioned, limited and declared, did bargain and sell unto the said I. H and to his heirs & assigns for ever, all that his grange or farm of &c. with the appurtenances in the parish of A. in the C. of S. being parcel of the possessions of the late dissolved Monastery of W. in the said County of &c. and all others his Mannors, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Leets, Courts, Liberties, Franchizes and Hereditaments whatsoever, with all and singular their appurtenances, situate &c. all and singular which said premisses, the said A. N. late bought. and purchased to him and his heirs of the said I. H Together with all and singular messuages, houses, edifices, buildings, barns, stables, Dove-houses, orchards, gardens, lands, meadows, feedings, pastures &c. and hereditaments whatsoever, to the said grange or farm of &c. & other the premisses before mentioned, or any part thereof belonging, or in any wise appertaining, or accepted, reputed, taken or known as part, parcel or mem-

member therof, or heretofore uſed, occupied, demiſed, letten, poſſeſſed or enjoyed as part or parcel thereof, *To have and to hold* all & ſingular the ſaid Premiſſes to the ſaid I. H. his heirs and aſſigns for ever; in which ſaid Indenture there is a *proviſo* contain'd, that if the ſaid I. H. his heirs, executors, adminiſtrators & aſſigns, & every of them, ſhould fail in the payment of the ſum of &c. unto the ſaid A. N. his executors or adminiſtrators, at the day and place in the ſaid Indenture ſpecified, that then the ſaid conveyance ſhould be void, as in and by the ſaid Indenture more at large it doth and may appear; And whereas the ſaid I. H. hath conveyed and aſſured all and ſingular the ſaid premiſſes unto the ſaid Sir M. H. and his heirs, before the enſealing and delivery of theſe preſents, Now this Indenture witneſſeth, That the ſaid A. N. for and in conſideration of the ſum of &c. to him the ſaid A. N. in hand well and truly ſatisfied and paid by the ſaid I. H. before the enſealing and delivery of theſe preſents; And alſo in conſideration of the full diſcharge and releaſe of the condition & proviſo aforeſaid, and at the ſpeciall Inſtance and requeſt of the ſaid I. H. hath remiſed, releaſed, and quit-claim'd, and by theſe preſents doth for himſelf and his heirs, remiſe, releaſe, and for ever quit-claim unto the ſaid Sir M. H. and to his heirs for ever, the Condition and Proviſo above mentioned, and alſo all the Eſtate, Right, Title, Intereſt, Claim, Reverſion, Condition, and Demand whatſoever, which he the ſaid A. N. now hath, or by any manner of wayes or means hereafter ſhall or may have, of, in or to the ſaid premiſſes, or any part or parcel therof; & alſo of, in & unto all & ſingular the Lands, Tenements and Hereditaments which the ſaid A. N. hath at any time purchaſed to him and his heirs, of him the ſaid I. H. *To have and to hold* the ſaid Grange or Farm, and all and ſingular the premiſſes, with

with the appurtenances, unto the ſaid Sir M. H. his Heirs and aſſignes, to the onely proper uſe and behoof of the ſaid Sir M. H. his heirs and aſſignes for ever, abſolutely without any Condition or Limitation whatſoever: and the ſaid A.N. for himſelf, his heirs, executors, adminiſtrators and aſſignes, doth covenant, promiſe and grant, to and with the ſaid Sir M.H. this heirs and aſſignes, by theſe preſents in manner and form following (viz.) That he the ſaid Sir M. H. his heires and aſſignes, ſhall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs & enjoy the ſaid Grange or Farm, and all and ſingular the premiſſes, with the appurtenances, conveyd & releaſed, or meant, mentioned or intended to be conveyed or releaſed by theſe preſents, without the let, ſuite, trouble, diſturbāce or eviction of the ſaid A. N. his heires or aſſignes, and without the lawfull let, ſuite, trouble, diſturbance or eviction of any other perſon or perſons lawfully claiming any eſtate, right, title, or intereſt, in, out of, or into the premiſſes, or any part thereof, from, by or under the ſaid A N. his heirs, or aſſignes, or by his, their, or any of their means, act, conſent, aſſent, privity, agreement or procurement, other than of the ſaid I. H. his heirs and aſſignes, claiming from the ſaid A. N. by vertue of the aſſurance aforeſaid; and alſo that all and ſingular the premiſſes, and every part and parcel thereof, ſhall and may from time to time, and at all times for ever hereafter, continue and remain unto the ſaid Sir M. H. his heires and aſſigns, free and clear, and freely and clearly acquitted, exonerated and diſcharged, of, and from all and all manner of former and other gifts, grants, bargains, ſales, &c had, made, done, or commited by the ſaid A. N. his heirs or aſſigns, or by his, their, or any of their means, act, aſſent, conſent, privity, agreement

or

or procurement (except before excepted) and the ſaid A. N. doth further for himſelf, his Executors, &c. That he the ſaid A.N his heirs and aſſigns, ſhall and will from time to time, & at all times before the feaſt of &c. next enſuing the date heroſ, at the proper coſts and charges in the law of the ſaid Sir M. H. Do and execute, or cauſe to be done or executed, all and every ſuch further act and acts, thing and things, device and devices in the Law, as ſhall be reaſonably deviſed, adviſed or required by the ſaid Sir M. H. his heirs or aſſigns, or by his or their councel learned in the law, for the better aſſuring, and ſure-making of all and ſingular the premiſſes, with the appurtenances, unto the ſaid Sir M. H. his heirs and aſſigns, according to the true intent and meaning of theſe preſents; Be it by fine or fines, feoffment or feoffments, Deed or Deeds, inrolled or not enrolled, recovery or recoveries, with double or ſingle Voucher or Vouchers, releaſe, confirmation, warranty, or by any other waies or means whatſoever: In witneſs whereof &c.

A *Deed of Revocation of certain uſes.*

TO all Chriſtian people to whom this preſent writing ſhall come, R. R. of L. Eſq; ſends greeting &c. whereas the ſaid R. R. in & by two ſeveral Indentures or Deeds indented bearing date the &c. whereof the one is made between the ſaid R. R. and G. W. of &c. of the one part, and I. H of &c. Gentleman, of the other part, and the other of them is made between the ſaid R. R. of the one part, and the ſaid G. W. and I. H. of the other part, whereupon a fine was afterwards in due form of Law acknowledged by the ſaid R. R. and A. his wife, did aſſure and entail unto the ſaid R. R. and to the heirs of his body lawfully begotten, with certain remainders, over and amongſt

mongſt other things, all thoſe Lands, Meadows, Paſtures and hereditaments, with their appurtenances, in N. in the C. of &c. containing by eſtimation &c. and lately purchaſed by the ſaid R R. of one &c. and then in the tenure of &c. or of his aſſigns, and in and by the ſaid ſeveral Indentures did likewiſe aſſure and entail unto the ſaid R. R. and to the heirs of his body lawfully begotten, with certain remainders, over and amongſt other things, all that the Mannor of *Lingate*, with the royalties, rights, members and appurtenances thereof whatſoever in N. and A. in the County of &c. and all Lands, Tenements and Hereditaments to the ſame Mannor, then or late appertaining, or as part, parcel or member thereof, then before had, known or reputed, with the appurtenances in N. and A. aforeſaid, or either of them, containing by eſtimation &c. then lately purchaſed by the ſaid R. R. as in and by the ſaid ſeveral Indentures or deeds Indented (amongſt other things therein contained more at large it doth and may appear) in which ſaid ſeveral Indentures there is contained a proviſo in theſe words following, that is to ſay, Provided always, that if the ſaid R. R during his natural life, ſhall by his Deed or deeds of Revocation under his hand and ſeal teſtified by two witneſſes or more, revoke, annihilate and make void all or any the uſes and eſtates in and by theſe preſents limited and raiſed, of or upon all or any of the ſaid Mannors, Meſſuages, Lands, Tenements and hereditaments whatſoever in the ſaid Fine to be contained, and in theſe preſents mentioned, that then from and after the enſealing of ſuch Deed or Deeds of revocation, ſuch of the ſaid uſes as ſhall be declared to be revoked, ſhall ceaſe and be utterly void, fruſtrate and of none effect, and that then the ſaid Fine of ſuch parcel or parcels to be revoked, ſhal be to the only

uſe of the ſaid R. R. and his heirs for ever, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding, as in and by the ſaid proviſo, in the ſaid ſeveral Indentures mentioned and contained more plainly may appear. Now know ye, that the ſaid R. R. as well in conſideration that the uſes and eſtates of and in the ſaid Mannour, Lands, Tenements and Hereditaments in the aforeſaid Indentures of entail ſpecified may remain & be touching the ſaid uſes and eſtates revoked &continued unto the ſaid R. R. his heirs and aſſigns, to be diſpoſed of at his or their pleaſures, and alſo for divers other good and juſt cauſes and conſiderations him hereunto eſpecially moving, and by vertue of the proviſo contained in the ſaid ſeverall Indentures above recited or mentioned, or otherwiſe, hath revoked, annihilated and made void, and by this preſent deed of Revocation, doth revoke, annihilate and make void the ſeverall uſes and eſtates in and by the ſaid Indentures or either of them raiſed or limited of or upon all the ſaid Mannor of *Lingate*, with the Royalties, Rights, members and appurtenances thereof whatſoever in N. and A. aforeſaid, or either of them in the ſaid County of &c. and of all the ſaid Lands, Tenements and Hereditaments to the ſaid Mannor of *Lingate*, now or of late appertaining or belonging, or as part, pareel, or member thereof, heretofore had, known or reputed, with the appurtenances in N. and A. aforeſaid, or either of them containing by eſtimation &c. late purchaſed by the ſaid R. R. of &c. And further the ſaid R. R. for the conſideration aforeſaid, and by vertue of the ſaid proviſo contained in the ſaid ſeveral Indentures, and otherwiſe, hath revoked, annihilated, and made void, and by this preſent Deed of Revocation doth revoke, annihilate and make void the ſeveral uſes and eſtates in and by the ſaid Indentures, or either of them, raiſed and limit-

mitted of or upon one Close of land and pasture, called K. Close, containing by estimation &c. and of or upon one other close of land and pasture with the appurtenances, containing by estimation &c. in N. aforesaid, and of or upon two acres of arable land, by estimation &c. in N. aforesaid, now in the occupation, of &c. or of his Assigns. In witness &c.

A Grant of the Reversion of certain Lands.

THis Indenture made &c. between R. W. of &c. of the one part, and C. D. of &c. of the other part, Witnesseth, That the said R. W. for and in consideration of the sum of &c. hath granted, bargained and sold, and by these presents doth fully, cleerly and absolutely grant, bargain and sell unto the said C. D. his Heirs and Assigns for ever, all that his right, title, use, interest, revertion and remainder, of and in all and singular &c. now or late in the tenure or occupation of &c. which said Messuage and other the premisses, with the appurtenances, he the said R. W. hath, should or ought to have by and after the decease of A. W. Mother of the said R. Which said Messuage or Tenement, Barn, Orchard &c. with the appurtenances; R. W. deceased, late father of the said R. W. party to these presents, by his last will and Testament devised, willed and bequeathed, unto the said A. W. for and during the natural life of the said A. W. & the immediate reversion or remainder thereof to the said R. W. and his heirs for ever, Together with all the Deeds, Evidences, Charters, Escripts, Writings and Minuments, which he the said R. W. or any other to his use, or by his consent or delivery, have or hath, touching or concerning the said Messuage or Tenement, and other the premisses, or any part or parcel thereof; All and singular which said Deeds, Evidences, Charters, &c.

etc. the ſaid R. W. hath already delivered at and before the enſealing and delivery of theſe preſents; *To have and to hold* the ſaid reverſion and remainder, and all the eſtate, right, title, intereſt etc. of the ſaid of, in and to the ſaid Meſſuage or tenement, and other the premiſſes with the appurtenances, before by theſe preſents bargained & ſold, or meant, mentioned or intended to be hereby granted, bargained and ſold, and every part thereof, imediately from and after the deceaſe of the ſaid A.W. the Mother unto the ſaid C. D. his Heirs and aſſigns for ever, to the only proper uſe of the ſaid C.D. his heirs and aſſigns for ever. And the ſaid R.W. for himſelf, his heirs etc. That he the ſaid R. W. at the day of the date of theſe preſents, is lawfully and ſolely ſeized of and in the reverſion and remainder of the ſaid Meſſuage or Tenement, & of other the premiſſes with the appurtenances, imediately from and after the deceaſe of the ſaid A. W. of a true and perfect eſtate of inheritance in the Law, in Fee, to his own uſe, without any remainder of condition, Morgage or redemption. And further, that the ſaid reverſion or remainder of the ſaid Meſſuage or Tenement, and of other the premiſſes with the appurtenances, from, by and after the deceaſe of the ſaid A. W. the Mother, and at the day of the date hereof, are and be, and ſo at all times from henceforth ſhal be and continue, free, cleer, and cleerly acquitted, exonerated and diſcharged, and freely ſaved harmleſs by the ſaid R.W. his heirs, executors and adminiſtrators, of and from all and every former and other bargains, ſales, gifts, grants, leaſes, ſtatutes merchant, and of the ſtaple recognizances, jointures, dowers, wills, entails, intruſions, rents charge, rents-feck, arrearages of rents, and of and from all other charges, titles, troubles, incumbrances and demands whatſoever, had, made, committed, ſuffered or done by etc. In witneſs etc.

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An Aſſignment of a Recognizance, with very good covenants therein inſerted.

THis Indenture made the &c. Between T. P. of &c. Gentleman, on the one part, and C. D. and R. D. of &c. on the other part, Witneſſeth, That whereas W. P. of &c. Son and Heir apparent &c. by one Recognizance acknowledged in his Majeſties High Court of Chancery bearing date &c. hath acknowledged himſelf to owe and ſtand indebted unto the ſaid T. P. in the ſum of &c. payable to the ſaid T. or to his certain Atturney, his executors or adminiſtrators, in manner and form, as by the ſaid Recognizance, together with a certain condition thereunder written, in the ſaid Court of Chancery enrolled, & remaining on Record, more at large it doth & may appear. Now the ſaid T. P. for divers conſiderations him thereunto moving, hath granted, bargain'd, aſſign'd & ſet over, & by theſe preſents doth &c. unto the ſaid C. D. & R. D. the ſaid Recognizance, & all & every ſum and ſums of mony therein contained, and all the profits, benefits, advantages and cõmodities, which ſhall or may in any wiſe hereafter, grow, be had, made, gotten, ariſe, accrue or come to the ſaid T. P. his executors or aſſigns, upon or by reaſon of the ſaid Recognizance, or any thing therein contained. And alſo the ſaid T. P. doth by theſe preſents authorize and appoint, conſtitute, ordain, and make the ſaid C. and R. their Executors, Adminiſtrators and Aſſignes, and every of them, his Atturney and Atturneys irrevocable, of and for the ſaid T. P. his executors and adminiſtrators, and in his and their name or names, to ſue and proſecute all and every ſuch lawful action, execution & proceſs, actions, executions & proceſſes, as ſhall or may be commenced, ſued or tried, in, upon or concerning the ſaid Recognizance, or any

ſum or ſums of mony, debts, duties or demands whatſoever in the ſame contained, comprized or ſpecified, or by reaſon thereof to be had or obtained: and other atturny or atturnys, for or under them or any of them, or in their or any of their behalfs, to ſubſtitute, make and ordain, and the ſame diſallow, change or remove, when and as often as they the ſaid C.R. their executors, adminiſtrators or aſſignes, or any of them, ſhall think good. And the ſame ſumme and ſummes of money, profits, commodities and demands, and every of them, or any other thing in ſatisfaction thereof, to receive, have, take and enjoy, to the onely proper uſe and behoof of the ſaid C. and R. their executors and aſſigns, or any of them; And therefore or for the ſame to make any compoſition, agreement or diſcharge whatſoever, which they the ſaid C.R. their executors, adminiſtrators and aſſigns, or any of them ſhall think good: And alſo the ſaid T. P. for himſelf, &c. That he the ſaid T.P. his executors, adminiſtrators and aſſignes, ſhall and will quietly permit and ſuffer the ſaid C. and R. their executors, adminiſtrators and aſſigns, & every of them, at their or ſome of their own proper coſts and chages, to proſecute, ſue, implead and attempt, at any time or times, and from time to time hereafter, all and every ſuch lawful and reaſonable action, execution, ſute, proceſs & demand whatſoever, in the name or names of the ſaid T. P. his executors, adminiſtrators or aſſigns, as he the ſaid T. P. his executors, adminiſtrators or aſſigns, or any of thẽ may, might, ſhould or ought to have done, upon, or by force or means of the ſaid recognizãce, or touching or concerning any ſum or ſums of mony, duty or demand whatſoever concerning the ſame, or any thing therin contained, comprized or ſpecified, or any thing thereupon to be had or obtained: And that he the ſaid T. P. his executors, adminiſtrators and aſſigns,

ſhall

ſhall and will at every time and times hereafter, and from time to time, at and upon the reaſonable requeſt and at the coſt and charges of the ſaid C. and R. or one of them, their or one of their executors, adminiſtrators or aſſigns, avow, juſtifie and maintain all the ſaid actions, ſutes, proceſſes and demands; and that neither he the ſaid T. P. nor his executors, adminiſtrators or aſſigns, ſhall at any time hereafter revoke, diſcontinue, diſcharge, releaſe, or otherwiſe wittingly or willingly hinder or delay any ſuch action, execution, ſute, proceſſe or demand whatſoever, as ſhall be ſo attempted, purſued or had, as is aforeſaid, or any of them, without the conſent of the ſaid C. D. and R. D. or any of them firſt had and obtained; And alſo that neither he the ſaid T. P. at any time heretofore hath received the ſum of &c. nor hath releaſed, extinguiſhed, determined or in any wiſe diſcharged the ſaid recognizance, or hath at any time done or committed, or ſhall hereafter without the ſpecial conſent of the ſaid C. and R. their executors, adminiſtrators, or aſſigns, or ſome of them, firſt had and obtaind in writing, willingly do or commit any act or thing wherby or by reaſon whereof any ſuch action, execution, ſute, proceſs or demand whatſoever as ſhall be ſo attempted, purſu'd or had by the ſaid C. and R. their executors, adminiſtrators or aſſigns, or any of them, in the name or names of the ſaid T. P. his heirs, executors or adminiſtrators, upon, concerning, or by reaſon of the ſaid recognizance, or any thing or demand therof to be had, ſhall or may be diſcharged, releaſed, or barred; And alſo that they the ſaid C. D. and R. D. their executors, adminiſtrators and aſſigns and every of them, ſhall or may at all times hereafter have, receive and take to their own proper uſe and behoof, the whole Execution, benefit and commodity and all and every ſumme and ſummes of money, and other thing or things whatſoever, as at any

time hereafter ſhall fortune to be recovered, had and obtained, by reaſon of the ſaid recognizance, or any ſuch action, ſute, extent or execution, as ſhall or may be commenced, had, purſued, or obtained as is aforeſaid, without any let, charge, hindrance or interruption of the ſaid T.P. his Executors, Adminiſtrators or Aſſigns, or any other perſon or perſons whatſoever, by his or their aſſent, conſent, title, means or procurement, & without any account therfore to them, or any of them to be yielded or made; & alſo the ſaid T.P. for himſelf &c. That he the ſaid T.P. his Executors, Adminiſtrators and Aſſigns, & every of them, at all time and times hereafter, upon or within convenient time after every reaſonable requeſt and warning to him or them to be made or given, and at the coſt and charges of the ſaid C.D and R. D. their Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall do, knowledge, and ſuffer, or cauſe to be done &c. all and every ſuch lawful warrant, and warrants of Atturney, and other lawful and reaſonable act & acts, thing and things, device & devices, as by the ſaid C. & R. or one of them, their executors, adminiſtrators or aſſigns, or ſome of them, their or ſome of their Councel learned in the Law, ſhall be reaſonably deviſed or required, either for the clear acquitting, cancelling or diſcharging of the ſaid recognizance, or for the better obtaining, having, holding or aſſuring (to them the ſaid C. and R. their executors and adminiſtrators, or to ſuch perſon or perſons as they, or the ſurvivor of them, or the executors or adminiſtrators, or the ſurvivor of them, ſhall name or appoint) the ſaid recognizance, or any ſum or ſums of money therein mentioned, and of all, every or any ſumme or ſummes of money, Goods, Chattels, Lands, Tenements, Hereditaments, and other thing and things whatſoever, which he the ſaid T. P. his Heirs, executors, adminiſtrators

or

or aſſigns, now are, or any of them is, or at any time hereafter ſhall be intituled unto, by force, or concerning the ſaid recognizance, or any Execution, matter or thing thereupon to be had, ſued or made, at the Election or Choice of the ſaid C. D. and R. D. their executors, adminiſtrators or aſſigns, or any of them, and ſhall not releaſe or diſcharge the ſaid recognizance, or any Execution, matter or thing thereupon to be had, or any part thereof. In witneſſe etc.

A Generall releaſe.

KNow all men by theſe preſents, That I A. G. of etc. Gentleman, have remiſed, releaſed, and for ever quit-claimed, and by theſe preſents do for me, my executors and adminiſtrators, and every of us, cleerly and abſolutely remiſe, releaſe, and for ever quit-claim unto G. H. etc. his Executors and aſſigns, all and all manner of Actions, Sutes, Quarrels, Debts, Duties, Bonds, Bills, Writings obligatory, Reckonings, Accounts, and demands whatſoever, which againſt the ſaid G. H. ever I have had, now have, or which I, my Executors or adminiſtrators, or any of us at any time hereafter ſhall or may have, for or by reaſon or means of any matter, cauſe or thing whatſoever, from the beginning of the world until the day of the date of theſe preſents. VVitneſſe my hand and ſeal etc.

A Releaſe from one that hath loſt the Counterpart of his Leaſe.

TO all Chriſtian people to whom this preſent writing ſhall come, H. B. of etc. ſendeth greeting: Wheras T. S. of etc. in and by one Indenture of Leaſe

 bearing

bearing date the etc. for the conſideration therein expreſſed, did demiſe, grant, betake, and to farmlet unto me the ſaid H. B. my Executors, Adminiſtrators and Aſſigns, (reciting the grant) In which ſaid Indenture of Leaſe there are divers covenants, grants, articles and agreements, on the part and behalf of the ſaid T. S. his Executors, adminiſtrators and Aſſigns, to be obſerved, performed and kept, as by the ſame Indenture of Leaſe, amongſt divers other thing and things therein contained, more at large appeareth. Now know ye that I the ſaid H. B. for divers good cauſes and etc. have by theſe preſents remiſed, releaſed and alwaies of and for me, my executors and adminiſtrators for evermore quit-claimed unto the ſaid T S. his Executors, adminiſtrators and Aſſigns, all and ſingular the Covenants, Grants, Articles, Proviſoes, Conditions, Clauſes, Sentences and Agreements whatſoever, in the ſaid Indenture of leaſe mentioned or contained, which on the part and behalf of the ſaid T. S. his executors, adminiſtrat.or aſſigns, are or ought to be obſerved, performed and kept, and alſo of and from all, and all manner of actions, ſutes, quarrels, benefits, commodities and advantages that ſhall or may happen to ariſe or grow, by reaſon or means of them, or by the breach, or not performing of all and every the ſaid Covenants, Grants, Articles, Clauſes and Agreements, or any of them; And alſo I the ſaid H. B. have remiſed, releaſed, ſurrendred, aſſigned and ſet over, and by theſe preſents do remiſe, releaſe, ſurrender, aſſign and ſet over, from me, my executors, adminiſtrators and aſſigns, unto the ſaid T. S. his executors, adminiſtrators and aſſigns, all the eſtate, right, title, intereſt, term of years, Property, Claim and demand whatſoever, which I the ſaid H. B. now have, or that I, my Executors, adminiſtrators or aſſigns or any of us ought to have, or claim of, in and to

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all and ſingular the premiſſes, to me the ſaid I. B. in & by the ſaid Indenture of Leaſe demiſed as aforeſaid, and of, in and to every or any part or parcel thereof, In witneſſe &c.

A Releaſe of Fines and Forfeitures, due to the King, and to the Informer, upon the Statute of Recuſancy.

TO all people to whom this preſent writing ſhall come, I A. S. of &c. ſend greeting. Whereas I the ſaid A. S. in or about the firſt day of &c. did exhibit and preferre into the Kings Majeſties Court of *Common Pleas* at *Weſtminſter*, one Bill of Information, touching, and upon the Statute of Recuſancy, againſt F. M. of &c. for the ſuppoſed Chriſtening of a child of the ſaid F. contrary to the ſaid Statute, and Laws of this Realm, as by the ſame information depending and remaining in the ſame Court of *Common Pleas* more at large appeareth; Now know ye, that I the ſaid A. S. for and in conſideration of a certain ſum of lawful &c. to me in hand paid by the ſaid F. M. before the enſealing and delivery of theſe preſents, have remiſed, releaſed, and quit-claimed, and by vertue of one Indenture to me made & granted, from the Right Honourable R. Lord *Ewre*, and F. Lord *Morley*, for the proſecution, ending and compounding for, of all matters concerning the ſaid Statute, do remiſe, releaſe, and for ever quit-claim unto the ſaid F. M. his executors and adminiſtrators, all, and all manner of actions, and cauſes of actions, ſutes and troubles, now or at any time heretofore by my means or procurement proſecuted, and depending in his Majeſties ſaid Court of *Common Pleas* or elſewhere, againſt the ſaid F. M. touching the Statute before mentioned, and all Fines, Forfeitures, penalties, ſum and ſums of money and demands due

and payable, or which of right ought to be due and payable, either to our Soveraign Lord the Kings Majeſty that now is, his Heirs or Succeſſors, by reaſon or means of the breach or non-performance of the ſaid Statute, or to me the ſaid A. S. my executors or adminiſtrators, by vertue of the Indenture aforeſaid, or of any information in that behalf exhibited, or otherwiſe howſoever. And I the ſaid A. S. for me, my executors and adminiſtrators, by theſe preſents do covenant and grant to and with the ſaid F. M. his executors and adminiſtrators, That I the ſaid A. S. my executors and adminiſtrators, & every of us, ſhall and will at all times hereafter for ever, well and ſufficiently maintain, uphold, make good and defend this preſent releaſe to the ſaid F. M. his executors and aſſignes, and every of them, againſt all perſons that ſhall or may at any time hereafter deny, oppoſe or contradict the ſame, and alſo ſave harmleſſe the ſaid F. M. his executors and adminiſtrators, and every of them, from all actions, ſutes, charges and troubles that may or ſhall ariſe, be proſecuted or brought againſt the ſaid party, by any other perſon or perſons whatſoever, concerning the premiſſes; In witneſſe, &c.

A Reſignation or Releaſe from one uſed in truſt of all the benefit he might claim, by vertue of any covenant in the Indenture.

TO all Chriſtian people to whom this preſent writing ſhall come, I I. B. of &c. ſend greeting. Whereas by one Indenture bearing date the &c. made between R. O. of &c. on the one part, and the ſaid I. B. and I. H. of &c. on the other part, he

he the ſaid R. O. for himſelf, his Heirs, Executors and adminiſtrators, and every of them, did covenant and grant, to and with the ſaid I. B. and the ſaid I. H. our Executors and Aſſigns, That he the ſaid R. O. ſhould and would within the ſpace of &c. next enſuing the date of the ſame Indenture, Convey and aſſure, or cauſe to be conveyed or aſſured to the ſaid R. O. and E. H. daughter to R.H. of &c. with whom the ſaid R. O. was then to be eſpouſed, and to the Heirs of their bodies lawfully begotten, Lands, Tenements and Hereditaments, of the full and clear yearly value of 1000 l. at the leaſt; as by the ſaid Indenture and Covenants therein contained, amongſt divers other things more at large appeareth; And for performance thereof, according to the ſaid Covenants, the ſaid R. O. by his Obligation dated &c. became bound with Sureties to us the ſaid I. B. and I. H. in the ſum of &c. as by the ſame Bond may alſo appear. In which ſaid Indenture and Bond, the name of me the ſaid I. B. was only uſed in truſt, for the benefit and behoof of the ſaid E. H. Now therefore know ye, that I the ſaid I. B. in the diſcharge of the truſt in me repoſed, and at the requeſt of the ſaid E.H. have remiſed, releaſed, ſurrendred, reſigned and ſet over, and by theſe preſents, for me, my Executors, and Adminiſtrators, do freely and abſolutely remiſe, releaſe, ſurrender, reſign and ſet over unto the ſaid E. H. her Executors and Aſſigns, all the eſtate, right, title, intereſt, uſe, truſt, benefit, privilege and demand whatſoever, which I the ſaid I. B. have, or may have, or claim of, in or to any ſum of money, or other matter or thing whatſoever, in the ſaid Indenture, Covenant and Bond, contained, mentioned and expreſſed, or in any of them: So as neither I the ſaid I.B. my executors or adminiſtrators,

or

or any of us, at any time hereafter ſhall or will ask, claim, challenge or demand any intereſt, uſe, benefit, truſt, privilege, or other thing, in any matter whatſoever, by reaſon or means of the ſaid Indenture, or any Covenant therein ſpecified, or in or to the ſaid Bond, or any ſum of money therein mentioned, but thereof and there from, and from all actions, ſutes and demands, which I, my executors or aſſigns may have concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. In witneſs etc.

An Indenture for juſtifying of actions upon ſetting over of a Statute.

THis Indenture made the &c. between R. W. of &c. on the one part, T. C. of &c. of the other part, Witneſſeth, That whereas I. H. of &c. in and by one Statute of 800l. now appertaining to the ſaid R. W. as executor of the laſt will and Teſtament of the ſaid &c. Now the ſaid R. W. for divers good conſiderations him eſpecialy moving, hath given, granted, aſſigned and ſet over; and by theſe preſents doth fully, cleerly, and abſolutely, give, grant, aſſign and ſet over unto the ſaid T. G. his Executors, adminiſtrators and Aſſigns, as well the ſaid Statute Staple aforeſaid, as alſo all the debts of &c. in the ſame Statute mentioned or contained, to the only proper uſe and behoof of the ſaid T. C. his Executors, Adminiſtrators and Aſſigns for ever. And further the ſaid R. W. covenanteth &c. that he the ſaid R. W. his heirs and executors, and the Adminiſtrators that hereafter ſhall happen to be of the Goods, Chatels and Credits of him the ſaid R. W. and every of them, at all times, and from time to time hereafter (upon requeſt) ſhall maintain, juſtify and allow all and every

very ſuch Action and Actions, Writs, Sutes, Bills, Plaints, Executions, and Demands whatſoever, as the ſaid T.C. his Executors or adminiſtrators, ſhall commence, purſue, or make in the name or names of the ſaid R. W. his executors or adminiſtrators, that hereafter ſhall be of the Goods, Chattels, Credits and Debts of the ſaid R.W. or in the name or names of any of them: and that it ſhall be lawfull to and for the ſaid T.C. his Executors, Adminiſtrators and Aſſigns, and every of them, to take, receive, have, hold and enjoy for ever, to the onely uſe of the ſaid T. C. his heirs, executors, adminiſtrators and aſſigns, all and every ſuch ſum and ſums of money, coſts and damages, ſatisfactions, commodities, profits and advantages whatſoever, which ſhall be gotten, recovered, obtained or had by reaſon of any the actions, writs, bills, plaints, executions and demands aforeſaid: or by reaſon or means of any of them, without any impediment denial or contradiction of the ſaid R.W. his heirs, executors, adminiſtrators or aſſigns, that hereafter ſhall be of the goods, chattels or credits of the ſaid R. W. or any of them. In witneſſe &c.

An Indenture between the Scavenger and the Raker for clenſing the ſtreets.

THis Indenture made the etc. between R. C. S. P. and T.R. Citizens of *London*, Scavengers of and for the Pariſh of &c. on the one party, and E. D. &c. on the other party, Witneſſeth; That the ſaid E. D. in conſideration of the ſum of &c. to him to be paid in ſuch form as hereafter in theſe preſents is expreſſed, covenanteth, promiſeth and granteth for himſelf &c. in manner and form following (that is to ſay) That he the ſaid E.D. his Executors, Adminiſtrators, or Aſſigns, ſhall and will (at his and their own proper coſts

coſts and charges) clenſe and make clean, or cauſe to be clenſed and made clean in the ſaid pariſh of &c. all the ſtreets, lanes, alleys, and other places whatſoever, within the ſaid Pariſh of etc. as the ſame have been heretofore uſed and accuſtomed to be clenſed and made clean, by any Carter or Raker in that behalf appointed, from the Monday next after the Feaſt of the Epiphany of our Lord God, commonly called Twelfth day, next enſuing the date hereof, untill the Monday next after the Epiphany of our Lord God, which ſhall be in the year of, etc. three times in every week weekly, during the ſaid term, to wit, on every Tueſday, Thurſday, and Saturday: and alſo at all other ſuch times, and daies, as the Lord Maior of the ſaid City of *London* for the time being, the Alderman of the VVard, His Majeſties Privy Councel, or the Common Councell of the ſaid City of *London*, or any of them, ſhall appoint or command the ſame; and from thence ſhall carry away and convey all ſuch chanel dirt, filth, ſea-cole aſhes, ſweepings of houſes and ſtreets, lanes, alleys, and other places, of and within the ſaid Pariſh of etc. unto ſome convenient Baſtall for the ſame to be provided by the ſaid E. D. his executors, adminiſtrators or aſſignes, at his or their proper coſts and charges (all rubbiſh and ruſhes as ſhall happen to be laid out of the Pariſh Church etc. during the ſaid term onely excepted) And further that he the ſaid E.D. his Executors, Adminiſtrators or Aſſigns, ſhall and will, from time to time, and at all times during the ſaid term, clearly acquit, exonerate, and diſcharge, and keep and ſave harmleſſe the ſaid etc. and every of them reſpectively, and their Succeſſors in the ſaid Office of Scavengers, during the ſaid term of etc. of and from all and all manner of coſts, charges, im-

impriſonments, expences, and damages whatſoever, by them or any of them to be had or ſuſtained, or otherwiſe put unto, during the ſaid term, for or by reaſon of any negligence or default of the ſaid E. D. his &c. in the premiſſes, or any part thereof. And they the ſaid &c. do covenant for payment of the money at dayes agreed on &c. In witneſs &c.

A Condition to pay a ſumme of mony at two ſeveral payments.

THe Condition of this Obligation is ſuch, That if the above-bounden I. C. his Heirs, Executors, Adminiſtrators or aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the above-named R. M. his Executors, Adminiſtrators or Aſſignes, at or in the now dwelling houſe of the ſaid R. M. ſituate &c. the full ſum of 8 l. and 12 s. of lawful &c. in manner and form following, that is to ſay, on the laſt day of *May* next enſuing, 4 l. thereof, and on the &c. next &c. the other 4 l. 12 s. thereof, being the full remainder of the ſaid ſum &c. without fraud or coven, That then this preſent Obligation to be void and of none effect: But if default ſhall happen to be made in either of the payments aforeſaid, contrary to the true intent and meaning of theſe preſents, that then &c.

A Letter of Attorney to receive a debt onely.

KNow all men by theſe preſents, That I E. C. of &c. Gentleman, have aſſigned, ordained and made

made, and in my ſtead and place by theſe preſents, put and conſtituted my truſty and wel-beloved Friend F. L. of &c. to be my true and lawful Atturney, for me, and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive of I. W. of &c. Eſquire, all and every ſuch debt and ſums of money, which are now due unto me by any manner of wayes, or means whatſoever: Giving and granting unto my ſaid Atturney my whole power, ſtrength and authority in and about the premiſſes, and upon the receipt of any ſuch debts or ſums of money aforeſaid, acquittances or other diſcharges, for me, and in my name to make, ſeal and deliver, and all and every ſuch act and acts, thing and things, device and devices whatſoever in the law, for the recovery of all or any ſuch debts or ſums of money as aforeſaid, for me, and in my name to do, execute and perform, as fully, largely & amply, in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could do, if I were there in mine one perſon preſent: ratifying, allowing and holding firm and ſtable, all and whatſoever my ſaid Atturney ſhall lawfully do, or cauſe to be done in or about the execution of the premiſſes, by vertue of theſe preſents. In witneſſe &c.

A Letter of Atturney General to receive debts & rents,

KNow all men by theſe preſents, that I A. W. of &c. Eſquire, have aſſigned, ordained and made, and in my ſtead and place, put and conſtituted my truſty and well-beloved Friend H. H. of H. &c. to be my true and lawful Atturney, for me, in my name, & to my uſe, to ask, ſue for, levy, require, recover and receive of all and every perſon and perſons whatſoever, all and every ſuch debts, rents and ſums of money as are now due unto me, or which at any day or

dales, time or times hereafter, ſhall be due, owing, belonging or appertaining unto me by any manner of waies or means whatſoever: Giving and granting unto my ſaid Attorney, by the tenor of theſe preſents, my full and whole power, ſtrengh and authority, in and about the premiſſes, and upon the receipt of any ſuch debts, rents, and ſums of money aforeſaid, acquittances or other diſcharges, for me, and in my name to make, ſeal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatſoever, needful and neceſſary to be done, in or about the premiſſes, for the recovery of any ſuch debts, rents and ſums of money as aforeſaid, for me, and in my name to do, execute and perform, as fully, largely and amply in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could do if I were perſonally preſent: ratifying, allowing and holding firm and ſtable whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the execution of the ſame, by vertue of theſe preſents. In witneſs &c.

A Condition to make an Apprentice free of London, *at the end of his apprentiſhip.*

THE Condition &c. That whereas I. H. the ſon of &c. is to be the apprentice of the above bound T. R. for the term of ſeven years, as by the Indenture in that behalf to be made ſhall appear, If therefore the ſaid T. R. his executors, adminiſtrators or aſſignes, at the end of the ſaid term of ſeven years (if the ſaid I. H. ſhall be his apprentice, and ſhall dwell with and ſerve him as an apprentice) do, or ſhall make, or cauſe to be made the ſaid I. H. a Freeman of the City of *London*, and of the Company of Cordwayners of the ſaid City

City, at the proper coſts and charges of the ſaid T. R. That then &c.

A ſhort Letter of Atturney to receive money due upon Bond.

KNow all men by theſe preſents, that I T. A. of &c. have aſſigned, ordained, and made, and in my ſtead and place by theſe preſents, put and conſtituted my truſty and wel-beloved Friend I. B. of &c. my true and lawful Atturney, for me, in my ſtead and name, and to my uſe and behoof, to ask, recover and receive of W. S. of &c. G. T. of &c. and L. M. of &c. the ſum of &c. due unto me for the non-payment of the ſum of &c. of like money, on the 20th. day of &c. laſt paſt, before the date of theſe preſents: As by one Obligation with Condition thereunderwritten, bearing date &c. in the year &c. more plainly appeareth: Giving, and by theſe preſents granting unto my ſaid Atturney, my full power and lawfull authority in the premiſſes, to do, ſay, perform, conclude and finiſh, for me, and in my name as aforeſaid, all and every ſuch act and acts, thing and things, device and devices in the Law whatſoever, for the recovery of all the debts aforeſaid, as fully, largely and amply in every reſpect, as I my ſelf might or could do, if I were perſonally preſent; and upon the receipt thereof, acquittances or other diſcharges, for me, and in my name, to make, ſeal and deliver: Ratifying, allowing and holding firm and ſtable all and whatſoever my ſaid Atturny ſhall lawfully do or cauſe to be done in or about the execution of the premiſſes, by vertue of theſe preſents. In witneſſe whereof &c.

A

A Form of an Award.

TO all Chriſtian people to whom this preſent writting ſhall come, T. M. of &c. ſendeth greeting, &c. Whereas divers controverſies and debates heretofore have been had, moved, and yet are depending, between H. D. of &c. of the one party, and O. L. &c. of the other party; for the appeaſing and determining whereof, the ſaid parties have ſubmitted themſelves, and are become bound each of them to the other, by their ſeveral obligations, dated &c. in the ſum of, &c. with Conditions upon the ſame Obligations endorſed, for the performance of all and every the Award, Arbitriment, Determination and Judgement of me the ſaid T. M. Umpire, indifferently elected and choſe as well on the part and behalf of the ſaid H. D. as on the part &c. To Award, Arbitrate, Determine and Judge of and concerning all and all manner of actions, ſutes, judgements, executions, accompts, reckonings, treſpaſſes, ſtriſes, variances, quarrels, controverſies and demands whatſoever, had, made, moved, ſtirred or depending between the ſaid H. B. on the one part and the ſaid O. L. on the other part, from the beginning of the world, untill the day of the date of theſe preſents; So alwayes as the ſaid Award &c. of me the ſaid Umpire, for and concerning the premiſſes, be made and put in writing, indented under my hand and ſeal, on or before the &c. as by the ſaid ſeveral obligations, and their ſeveral conditions more plainly appeareth. Now know ye, that I the ſaid T. M. Umpire, as aforeſaid, taking upon me the charge of the ſaid Award, and Arbitriment, and having heard and viewed the ſayings and allegations of either of the ſaid parties concerning the premiſſes, & minding to ſet a unity and friendſhip

concerning the ſame, do thereupon make and put in writing this my award, arbitrament, determination and judgement, between the ſaid parties, for and concerning the premiſſes, in manner and form following, that is to ſay, Firſt, I do award, Arbitrate, Determine and Judge by theſe preſents, That the ſaid H. D. his Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay &c. And I the ſaid Umpire do alſo award &c. That he the ſaid H. D. ſhall on the &c. at the Shop of &c. Seal, and as his abſolute Deed Deliver to the ſaid O. L. or to his uſe, a Releaſe, Acquittance and Diſcharge, of, and for all and all manner of Actions, Suites, Judgements &c. from the beginning of the world &c. In witneſſe &c.

A *Leaſe made in conſideration of the ſurrender of a former leaſe, for a longer time, with good Covenants.*

THis Indenture made the &c. between I. B. of &c. C. D. of &c. and I. D. of &c. on the one part, and T. W. of &c. on the one part, Witneſſeth; That the ſaid I. B. C. D. and I. D. as well for and in conſideration of the ſurrender of one former leaſe dated the &c. made from the ſaid I. B. C. D. and I. D. to H. W. brother to the ſaid T. W. as alſo in conſideration of the ſum of &c. to the ſaid I. B. in hand paid, before the enſealing and delivery of theſe preſents, by the ſaid T. W. the receipt whereof the ſaid I. B. doth hereby acknowledge, and therof, and of every part thereof, doth acquit & diſcharge the ſaid T. W. his executors, adminiſtrators and aſſignes, by theſe preſents, have demiſed, granted, & to farm-letten, and by theſe preſents do demiſe, grant, and to farm let unto the ſaid T. W. all thoſe two Meſſuages or Tenements, with the appurtenances, and three-yard-land to the ſame belonging, ſituate, lying and being

being in the parish of &c. late in the several tenures of the said H.W. deceased, and of A.P. Widow and now in the occupation of the said T.W. and the aforesaid A. P. together with the lops, tops, and shreds of all the hedgrow, and hedges, growing in and upon Eleven Roods of Land in a field called Arzons field, and a furlong called B furlong, and also the lop & top of one hedge, growing in and upon a Close called K. Close, from the gate by the lane side; and together likewise with Common of Pasture for twelve Kine, and one hundred and twenty sheep in the Commons and fields of D. aforesaid, and all other fields, pastures, lands, meadows, feedings and grounds whatsoever, with the appurtenances, of them the said I. B. C. D. and I.D. which late were in the occupation of them the said H. W. and A. P. or either of them, in D. aforesaid, and together also with all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, Courts, Wayes, Easements, Profits, Commodities and advantages whatsoever, to the said two Messuages, & other the premisses belonging or appertaining (except and alwayes reserved out of this demise, and grant, the bodies of all trees of Oak, Ash, and Elm, now growing and being, or which hereafter shall grow and be, in and upon the premisses, or in and upon any part or parcell thereof, and also except one Barn, called the great Barn, and the yard wherein the same standeth, which late were in the possession or occupation of G. B.)

To have and to hold the said two Messua- *Habend.*
ges or Tenements, three-yard-land, Houses, Buildings, Barns, Stables, Orchards, Gardens, and all other the premisses, with their apurtenances, before by these presents demised, and every part and parcel thereof, (Except before Excepted) unto the said T. W. his Executors administrators & assignes,

from the Feaſt day of &c. before the date of &c. unto the full end and term of &c. from thence next enſuing, and fully to be compleat and ended (if T. W. ſon of T. W. party to theſe preſents, G. W. and A. W. or any of them, ſhall ſo long live)

Reddend.

Yielding & paying therefore yearly during the ſaid term unto the ſaid I. B. his heirs and Aſſignes, the ſumme of &c. at two uſuall Feaſts or Terms in the year, That is to ſay, At the Feaſt of &c. and the Feaſt of &c. by even and equall portions, and if it ſhall happen the ſaid yearly Rent of &c. to be behind and unpaid, in part or in all, after either of the ſaid Feaſts in any year during the ſaid term, in which the ſame ought to be paid, by the ſpace of 28 dayes, being lawfully demanded, and no ſufficient diſtreſſe to be had or found, in or upon the demiſed premiſſes; That then and at all times afterwards, it ſhall and may be lawfull to, and for, the ſaid I. B. his heirs and aſſignes, and every of them, into all and ſingular the ſaid demiſed premiſſes, and every part and parcell thereof, wholly to re-enter, and the ſame to have again, and enjoy as in his and their former Eſtate, and the ſaid T. W. his executors and aſſignes, from theuce utterly to expell and put out (this Indenture, or any thing before ſpecified to the contrary notwithſtanding) And the ſaid T. W. party to theſe preſents, his executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times hereafter, during the continuance of this preſent leaſe, at his and their proper coſts and charges, well and ſufficiently repair, uphold, ſuſtain, maintain and keep the ſaid Meſſuage or Tenement, and all other the demiſed premiſſes, in good and ſufficient reparations, and the ſame ſo being well and

To re-enter for nnn payment of the Rent.

and ſufficiently repaired, upholden and kept, in the end of the ſaid term, or other ſooner determinaon of this his leaſe, ſhall leave and yield up unto the ſaid I. B. his heirs or aſſigns, The ſaid T. W. from time to time having and taking (by the aſſignment and appointment of the ſaid I. B. his heirs or aſſigns) ſufficient Timber upon the ſaid demiſed premiſſes for the reparations of the ſame, if any ſuch Timber be there to be had, otherwiſe the ſaid Timber to be found, and reparations done as aforeſaid, at the proper proviſion, coſts and charges of the ſaid T. W. party to theſe preſents, his executors and aſſigns, and that neither the ſaid T. W. his executors or aſſigns, or his, or there Undertenants ſhall commit any waſt, or ſtrip any Trees, Hedges, quick ſets, mounds or fences upon the premiſſes; And the ſaid I. B. for himſelf &c. doth covenant and grant, to and with the ſaid T. W. etc. That the ſaid two Meſſuages or Tenements, three yard land, and all other the aforedemiſed premiſſes, with the appurtenances, and every part and parcell theerof, now are and be, and ſo from henceforth, during the continuance of this preſent Leaſe ſhall be, and continue, clearly acquitted, exonerated, and diſcharged of and from all and all manner of former bargains, Sales, Gifts, Grants, Jointures, Leaſes, Annuities, Rents, Arrearages of Rents, Statutes Merchant, and of the Staple, Recognizances, Judgements, Executions, Wills, Intails, Legacies, Titles, Troubles and Incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made &c. by the ſaid I B. or by the ſaid G. B. deceaſed, his Father, I. B. his Grand-father, and R. B. his Uncle, or by any of them, or by any of their heirs &c. or by any other perſon or

That the premiſes are diſcharged of incumbrances.

or by, or throw their or any of their means, act, fact, conſent or procurement (one Leaſe heretofore made by the ſaid G. B. of one Meſſuage or Tenement and other things, parcell of the premiſſes before by theſe preſents demiſed unto the ſaid A. P. for and during the naturall life of the ſaid A. whereupon the yearly rent of etc. is reſerved, and ſhall become from henceforth, during the continuance of the ſame Leaſe, due and payable unto the ſaid T. W. party to theſe preſents, his Executors, Adminiſtrators and Aſſigns, only excepted and foreprized) And further, the ſaid I. B. for himſelf, his heirs, executors and adminiſtrators, doth covenant, &c. That if at any time hereafter, during the ſpace of ten years next enſuing the date of theſe preſents, the ſaid T. W. or his aſſigns, ſhall be minded to exchange, and put in one other Life in the ſtead and place of any of them, the ſaid [illegible], the ſon of G. and A. W. the party put out being then living, That then within three weeks next after requeſt in that behalf made, and payment of [illegible] to the ſaid I. B. in the conſideration thereof, he the ſaid I. B. his heirs and aſſigns, ſhall and will at the coſts and charges of the ſaid T. W. party to theſe preſents his executors or aſſigns, make, ſeal and deliver in due form of law unto the ſaid T. W. party to theſe preſents, his executors and aſſigns, one other good and ſufficient leaſe for the reſidue of the ſaid term which ſhall be then to come (if any two of the perſons before named, and ſuch other perſon as ſhall be then nominated and put in ſhall ſo long live) and under the like rents, covenants and conditions, as in theſe preſents is expreſſed (*Mutatis Mutandis*) And further, that the ſaid T. W. party to theſe preſents, his executors, adminiſtrators and aſſigns, and every of them, under

To exchange a Life within Ten years.

under the Rents and Covenants herein before mentioned, ſhall and may peaceably and quietly have, hold, poſſeſſe and enjoy the ſaid two Meſſuages or Tenements, three yard land, and all other the before demiſed premiſſes, with the appurtenances, and every part thereof, during the whole term hereby granted, (if the ſaid T. W. the ſon G. W. and A. W. or ſuch other perſons as ſhall be hereafter named, with two of them, in the ſtead and place of any of them ſo dying, or exchanging, ſhall ſo long live) without the lawfull let, trouble, eviction or contradiction of the ſaid I. B. his Heirs or Aſſigns, or of the Heirs, Executors or Aſſigns of the ſaid G. B. deceaſed, or of any other perſon or perſons whatſoever (except onely the ſaid A. B. for her Leaſe before mentioned) And the ſaid C. D. and I. D. for themſelves and either of them ſeverally and reſpectively, and not the one for the other, nor the others act, and for their ſeverall executors, adminiſtrators and aſſigns, do covenant, promiſe and grant, to and with the ſaid T. W. party to theſe preſents, his &c. That he the ſaid T. W. his executors, adminiſtrators, and aſſigns, and every of them, ſhall and may, according to the tenour and true meaning of theſe preſents, peaceably and quietly have, hold and enjoy all the ſaid demiſed premiſſes, with the appurtenances, and every part thereof free, and cleer, and freely and cleerly acquitted and diſcharged of and from all and all manner of former bargains, ſales, gifts, grants, leaſes, jointures, dowers, uſes, wills, intails, ſtatutes, recognizances, judgements, extents and executions, and of and from all other eſtates, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done by them the ſaid C. D. and I. D. or either of them, or by any other perſon or perſons, by their or either of their means, act, title,

or procurement. *And laſtly*, the ſaid I. B. for himſelf etc. that he the ſaid I. B. his heirs and aſſigns, & every of them, ſhall and will at all times hereafter, & from time to time upon requeſt made, at the coſts and charges in the Law of the ſaid T. W. party to theſe preſents, his executors or aſſigns, or ſome of them, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other reaſonable act and acts, thing and things whatſoever, for the further and more better Aſſurance, Surety, ſure-making, and conveying of the ſaid demiſed premiſſes, with the appurtenances, and every part thereof unto the ſaid T. W. party to theſe preſents, his executors and aſſigns, during the time aforeſaid, and in ſuch manner and form, and upon ſuch Rents, Covenants, and Conditions, as is before herein mentioned, according to the effect and true meaning of theſe preſents, as by the ſaid T. W. his executors or aſſigns, or by his or their Councel learned in the Law ſhall be reaſonably deviſed, or adviſed and required. In witneſs etc.

For further aſſurance.

A Grant of an Extent penn'd by Mr. Thomas Bromley, *then Solicitor.*

THis Indenture made &c. between B. D. of &c. and W. D. of etc. on the one party, and T. B G. B. and T. O. of &c. on the other party, Witneſſeth, That whereas the Right Honorable E. Lord S. by the name of E. S. Eſq; by one Recognizance, bearing date &c. taken, knowledged, and ſealed, before Sir R. D. Knight, Lord Chief Juſtice of *England*, according to the form of the Statute for the Recovery of debts in that caſe provided, ſtandeth bound

Recitall of the Recognizances.

bound to the ſaid I. D. in the ſumme of etc. payable &c. as by the ſame recognizance etc. and whereas alſo the ſaid I. D. hath extended, and to him is delivered in the execution, the Mannor of N. with the appurtenances in the County of etc. at the yearly rent of &c. for non-payment of the ſaid ſum of &c. Now the ſaid I. D. for divers goed cauſes and conſiderations him hereunto eſpecially moving, hath granted, aſſigned and ſet over, and by theſe preſents doth grant, aſſign and ſet over unto the ſaid W. D. T. B. G. B. and T. O. all the eſtate, right, title, intereſt, and demand whatſoever, which he the ſaid I. hath by reaſon of the ſaid extent, of, in and to the ſaid Mannor of N. with the appurtenances, and of, in and to every part and parcel thereof, and in and to all and ſingular meſſuages, lands, tenements, meadows, leaſes, paſtures, feedings, rents, reverſions, ſervices and hereditaments, with the appurtenances ſo extended and delivered in execution, as aforeſaid: And the ſaid I. D. for himſelf &c. That he the ſaid I. D. his executors, adminiſtrators or Aſſigns, at any time or times hereafter, ſhall not do any act or acts, thing or things, whereby the ſaid extent and extents, or the eſtate, title or intereſt of the ſaid W. D. &c. or any of them, or of the executors, adminiſtrators or aſſigns of them, or any of them, by reaſon of the ſaid extent, may be in any wiſe hurt hindered, impeached, diſcharged, undone, or made void; And further that he the ſaid I. D. his heirs, executors and adminiſtrators, ſhall and will, at the reaſonable requeſt, coſts and charges in the Law of the ſaid W. D. or any of them, do and ſuffer to be done, made and acknowledged all and every ſuch lawfull and reaſonable act and acts, thing and things, device and devices in the law whatſoever, for the further aſſurance, ſurety, ſure making and conveying of the premiſſes, for and during all the time and term

of

of the ſaid extent and execution, unto the ſaid T. B. G. B. and T. O. as by the learned Councel of them, or any of them, ſhall be reaſonably deviſed, or adviſed and required. In witneſs etc.

An Aſſignment of a Bond for performance of Covenants.

TO all Chriſtian people &c. I. I. ſendeth greeting &c. Whereas R. D. of &c. by his Obligation bearing date &c. became bound unto the ſaid I. I. in the ſum of &c. conditioned for performance of Covenants contained in one pair of Indentures of bargain and ſale of the Inne called K. in C. in the &c. with certain Lands thereunto belonging: which Inne and premiſſes, are now by the ſaid I. I. bargained and ſold unto M. W. of &c. his heirs and Aſſigns. Now the ſaid I. I. for the better enjoying of the ſaid Inne, and other the Lands and Tenements thereunto belonging, hath as much as in him is, aſſigned and ſet over, and by theſe preſents doth fully, cleerly and abſolutely aſſign and ſet over unto the aforeſaid M. W. his heirs, executors and aſſigns, the ſaid recited obligation, and all ſum and ſums of money therein mentioned, and the benefit and advantage thereof to be had and made. And the ſaid I. I. for himſelf etc. doth covenant and grant to and with the ſaid M. W. &c. That he the ſaid M. W. his heirs, executors, adminiſtrators and aſſigns, ſhall and may in lawfull manner, at his and their coſt and charges, in all things, from time to time, and at all times hereafter, ſue for, leavy, recover and enjoy all ſum and ſums of money, benefit and advantage whatſoever, which ſhall or may be gotten, by vertue, force or means of the ſaid recited Obligation, in the name of the ſaid I. I. his executors or adminiſtrators, without

without any manner of non-ſute, releaſe, trouble, denial or interruption of the ſaid I. I. his executors or adminiſtrators; unleſs it be by the conſent of the ſaid M. W. his heirs or aſſigns in writing firſt had and obtained. And the ſaid M. W. for himſelf, &c. doth Covenant &c. That he the ſaid M. W. his executors or adminiſtrators, ſhall and will, from time to time, and at all times hereafter, ſave and keep harmleſs the ſaid I. I. his executors or adminiſtrators, and every of them, off and from all and all manner of coſts and charges, to ariſe by means of any ſute, upon or by reaſon of the ſaid Obligation. In witneſs etc.

A Releaſe of annuity.

TO all Chriſtian people etc. We N. B. and A. B. of etc. ſend greeting etc. Whereas Sir I. B. of &c. by his Deed indented bearing date etc. for the conſiderations therein mentioned, did give and grant unto W. L. and R. P. of &c. one Annuity or yearly rent of &c. to be iſſuing and going out of all and ſingular the Mannours, Meſſuages, Lands and Tenements called H. and L. within the Pariſh of etc. and out of all the Lands, Tenements and Hereditaments, with the appurtenances, in H. and L. within the ſaid Pariſh of &c. in the ſaid County of &c. To have, hold, perceive, and enjoy all the ſaid Annuity or yearly rent of &c. to the ſaid W. L. and R. P. their executors or aſſigns, for and during the natural life of the ſaid Sir I. B. the ſaid Annuity or yearly rent of &c. to be payable and paid to the ſaid W. and R. their executors or aſſigns, during the life of the ſaid Sir I. B. at two Feaſts in the year, viz. at the Feaſt of &c. at or in the &c. as by the ſame Deed indented thereof made, more at large it doth and may appear. Sithence which time, the ſaid W. L. is dead, and the ſaid *Recitall.*

ſaid R. P. him ſurvived. And whereas alſo the ſaid R. P. by his deed indented, bearing date &c. for the conſiderations therein mentioned, did demiſe, grant, bargain and ſell unto the ſaid N. B. his executors and aſſigns, the ſaid Annuity or yearly rent of &c. And every part thereof, To have and to hold unto the ſaid N. B. his Executors and aſſigns, from and during the term of &c. from thenceforth next and immediately enſuing, and fully to be compleat and ended, if the aforeſaid Sir I. B. ſhould ſo long live, as in and by the ſaid Indenture laſt mentioned more &c. Now know ye, that we the ſaid N. B. and A. B. for and in conſideration of a certain competent ſum of lawful money of *England* to us in hand paid, at and before the &c. by G. S. and R. G. of &c. Eſquires, whereof and wherewith etc. have remiſed, releaſed and quit-claimed, and by theſe preſents for us and either of us, our and either of our executors and aſſigns, and every of us, do fully, cleerly and abſolutely remiſe, releaſe and for ever quit-claim unto the ſaid G. S. and R. G. their heirs and aſſigns, and every of them, in their, or ſome, or one of their full and peaceable poſſeſſion as well the ſaid Annuity or yearly rent of etc. before mentioned, and every part and parcel thereof. And all rents, arrearages of rents, penalties, forfeitures, *nomine pœna's* and diſtreſſes whatſoever, at any time or times heretofore due or forfeited by reaſon of the non-payment of the ſaid Annuity or yearly rent of etc. or any part and parcell thereof: As alſo all the eſtate, right, title, intereſt, property, term and term of life, lives and years, reverſion, claim and demand whatſoever, which we the ſaid N. B. and A. B. or either of us, our or either of our executors or aſſigns, now have, may, might, ſhould or in any wiſe ought to have or

claim

claim, of, in and to the ſaid Annuity or yearly rent of &c. above-mentioned, or any part thereof, by force and vertue of the ſaid ſeveral Deeds indented, above recited or mentioned, or either of them, or otherwiſe howſoever; To have and to hold the ſaid annuity or yearly rent of &c. and the eſtate, right, title, intereſt of all other the before mentioned premiſſes, with the appurtenances, and every part and parcel thereof, unto the ſaid G. S. and R. G. their heirs and aſſigns for ever, ſo as neither we the ſaid N. B. and A. B. or either of us, our or either of our executors or aſſigns, or any of us, ſhall or will at any time hereafter, ask, claim, challenge or demand, any eſtate, right, title or intereſt, in or to the ſaid annuity or yearly rent of &c. or any part thereof; But thereof and therefrom, and from all actions, ſutes, titles and demands concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. In witneſſe whereof &c.

A ſhort Leaſe of certain Tithes.

THis Indenture made the &c. Between Sir E. S. of &c. on the one part, and M. D. of &c. on the other part, Witneſſeth, That the ſaid Sir E. S. for divers good cauſes and conſiderations him moving, and eſpecially of the good opinion he hath and conceiveth of the ſaid M. D. hath demiſed, granted, betaken and to farm letten, and by theſe preſents, doth &c. unto the ſaid M. D. and his aſſignes, all that the Tithes of Corn, Grain and Hay, yearly comming, renewing and growing within the Townſhip of &c. and within the Lordſhip of &c. in the County of G. and now held by E. L. of &c. To have and to hold, perceive, take & enjoy all the ſaid Tithes of

Grant.

Habend.

of Corn, Grain, and Hay, unto the ſaid M. D. and his aſſigns, from and immediately after the date of theſe preſents, unto the full end and term of 21 years from thence next enſuing, and fully to be complete and ended; and that in as large and ample manner as the ſame lately were held and enjoyed by the ſaid R. L. Yielding and paying therefore yearly during the ſaid term, unto the ſaid Sir E.S. his heirs and aſſignes, the ſum of &c. at the Feaſt of &c. at one whole entire payment: And if it ſhall happen the ſaid yearly Rent of &c. to be behind and unpaid, in part or in all, by the ſpace of &c. next following the ſaid Feaſt, being lawfully demanded, that then for every ſuch default, the ſaid M.D. or his aſſignes, ſhall forfeit and pay unto the ſaid Sir E.S. his heirs and aſſigns, the ſum of &c. over and beſides ſuch arrerages as then ſhall happen to be behind and unpaid; And the ſaid Sir E. S. for him, his heirs, executors and adminiſtrators, doth covenant &c. That he the ſaid M. D. his executors and aſſigns, ſhall and may at all time and times from henceforth, for and during all the ſaid Term hereby granted, peaceably & quietly have, hold, occupy poſſeſſe and enjoy, all the ſaid Tithes of Corn, Grain & Hay (paying the rent before reſerved) without any manner of lawful let, eviction, diſturbance or contradiction of the ſaid Sir E.S. his heirs or aſſigns, or of any other perſon or perſons, by his or their means, conſent or procurement. In witneſſe &c.

Reddend.

A nomine pœnæ for non payment of the rent.

A *Deed of Gift.*

TO all people to whom this preſent writing ſhall come, I A. B. of &c. ſend greeting &c. Know ye that I the ſaid A. B. for and in conſideration of the

the ſum of &c. which I the ſaid A. B. do owe and am indebted unto T. S. of &c. have Given, Granted, and Sold, and by theſe preſents do fully, clearly, and abſolutely give, grant, bargain, ſell and confirm unto the ſaid T. S. all and ſingular ſuch my Goods, Chattels, and implements of houſhold, and Commodities whatſoever, as are contained and ſpecified in a certain ſchedule hereunto annexed: *To have and to hold*, All and ſingular the goods, chattels, implements of houſhold, and Commodities whatſoever as aforeſaid, to the aforeſaid T. S. his executors, adminiſtrators and aſſignes, to his and their own proper uſes and behoofs, for ever, thereof and therewith to do, uſe and diſpoſe, at his & their will and pleaſure, as of his and their own proper goods and chattels, without any manner of challenge, claim or demand of me the ſaid A. B. or of any other perſon or perſons for me, in my name, by my cauſe, means, conſent or procurement: And further, know ye, that I the ſaid A. B have put the ſaid T. S. in full poſſeſſion of all and ſingular the aforeſaid premiſſes, by the delivery unto him at the enſealing hereof, one Goblet of Silver, in name of all the ſaid Goods. *Habend.* *In witneſs whereof &c.*

Another Deed of Gift.

TO all people &c. I B. C. of &c. ſend greeting. Know ye that I the ſaid B. C. as well for and in conſideration of the natural affection, and brotherly love which I have and do bear unto my well-beloved Brother P. C. of &c. as alſo for divers other good cauſes and conſiderations me at this preſent eſpecially moving, have given and granted, and by theſe preſents, do give, grant and confirm unto the ſaid P. C. all

all and ſingular my Goods, Chattels, Leaſes, Debts, ready Money, Plate, Jewels, Rings, Houſhold-ſtuff, Apparel, Utenſils, Braſs, Pewter, Bedding, and all other my ſubſtance whatſoeveer, moveable and immoveable, quick and dead, of what kind, nature, quality or condition ſoever the ſame are or be, and in what place or places ſoever the ſame be, ſhall or may be found, as well in mine own cuſtody or poſſeſſion, as in the poſſeſſion, hands, power and cuſtody of any other perſon or perſons whatſoever; To have and to hold, all and ſingular the ſaid Goods, Chattels, Leaſes, Debts, and all other the aforeſaid premiſſes, unto the ſaid P.C. his executors, adminiſtrators, and aſſigns, to his and their own proper uſes and behoof, for ever freely and quietly, without any matter of challenge, claim or demand of me the ſaid B.C. or of any other perſon or perſons whatſoever, for me, in my name, by my cauſe, means, or procurement, and without any money or other thing therfore to be yielded, paid, or done unto me the ſaid B.C. my executors, adminiſtrators or aſſigns: *Warrant.* And I the ſaid B.C. all and ſingular the aforeſaid Goods, Chattels, and premiſſes, to the ſaid P.C. his executors, adminiſtrators and aſſigns, to the uſe aforeſaid, againſt all people do warrant, and for ever defend by theſe preſents; and further, Know ye that I the ſaid B.C. have put the ſaid P.C. in peaceable and quiet poſſeſſion of all and ſingular the aforeſaid premiſſes, by the delivery unto him at the enſealing hereof, one coyned piece of Silver, commonly called two pence, fixed on the ſeal of theſe preſents. In witneſs &c.

A *Releaſe of Dower.*

TO all people to whom this preſent writing ſhall come, Dame *Dorothy Williams* late the wife of Sir *David Williams* Knight deceaſed, ſendeth greeting &c. Know ye, that the ſaid Dame *Dorothy W.* for & in conſideration of the performance of a former agreement, had and made between the ſaid Dame *Dorothy VV.* and the ſaid Sir D. W. her late husband, before their enter-marriage, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe, and for ever quit-claim unto Sir D. W. Knight, T. W. and R. W. ſons of the ſaid Sir D. W. and to every of them, all and all manner of Dower, and right and title of Dower whatſoever, which ſhe the ſaid Dame *Dorothy VV.* now hath, may, might, ſhould, or of right ought to have or claim, of, in, or out of all and every the Mannors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, which were the ſaid D. W. at any time during the coverture between him and the ſaid Dame D. ſituate and being in the Counties of &c. or in any or every of them, and all and all manner of actions, and writs of Dower whatſoever, ſo as neither ſhe the ſaid Dame D. W. nor any other for her, or in her name, any manner of Dower or Writ, or action of Dower, or any manner of right or title of Dower, of, or in the ſaid Mannors, Lands, Tenements and Hereditaments, or of or in any part or parcel thereof, at any time hereafter, ſhall or may have, or claim or proſecute againſt the ſaid Sir D. W. T. W. and R. W. nor any of them, their, nor any of their heirs or aſſigns, but of and from the ſame, ſhall be utterly debarred, and for ever excluded by theſe preſents. In witneſs &c.

A Releaſe from one that hath loſt his articles of agreement.

BE it known unto all men by theſe preſents, That I E. W. of &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents do for me, my Heirs, Executors, Adminiſtrators and Aſſigns, and every of us, fully, clearly, and abſolutely remiſe, releaſe, and for ever quit-claim unto I. O. of &c. his &c. all and all manner of Actions, Sutes, Plaints, Pleas, Proceſs, and demands whatſoever, which againſt the ſaid I. O. I ever had, now have, or at any time hereafter ſhall or may have by reaſon or means of any grant, Covenant, Contract, Promiſe, Bargain, Clauſe, or thing mentioned, contained, expreſſed, or declared, in or by certain Articles of Agreement Indented, bearing date &c. made between the ſaid I. O. on the one part, and me the ſaid E. W. on the other part, touching or concerning the procuring of a Leaſe of a field or parcell of ground, arable, meadow or paſture, called the &c. of the yearly rent of &c. lying &c. which ſaid Leaſe, I do hereby acknowledge is procured and paſſed by the ſaid I. O. according to my mind and deſire; and of and from all Bonds, Bills, and writings obligatory, and all and every penalty, ſum and ſums of mony in them or any of them mentioned, or contained, wherein or whereby the ſaid I. O. is and ſtandeth bound unto me for the performance of the Covenants, Grants, Articles and Agreements in the ſaid Articles, mentioned or contained. In witneſs &c.

A Form of a Will.

IN the name of God Amen. The tenth day of &c. I A. B. of &c. being ſick in body, but of good and per-

perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain estate of this transitory life, and that all flesh must yield unto death when it shall please God to call, do make, constitute, ordain and declare, this my last Will and Testament, in manner and form following, revoking, and annulling by these presents, all and every Testament and Testaments, Will and Wills heretofore by me made and declared, either by word, or by writing; and this is to be taken only for my last Will and Testament, and none other: And first, being penitent and sorry from the bottom of my heart for my sins past, most humbly desiring forgiveness for the same, I give and commit my soul unto Almighty God my Saviour and Reedemer, in whom, and by the merits of Jesus Christ, I trust & believe assuredly to be saved, and to have full remission and forgivness of all my sins, and that my soul with my body at the generall day of resurrection, shall arise again with joy, & through the merits of Christ's death and Passion, possess and inherit the Kindom of heaven, prepared for his elect and chosen; & my body to be buried in such place, where it shall please my Executors hereafter named to appoint: And now for the setling of my Temporall estates, and such Goods, Chattles, and debts, as it hath pleased God, far above my deserts, to bestow upon me, I do order, give and dispose the same in manner and form following, (that is to say) First, I will that all those debts and duties as I owe in right or conscience to any manner of person or persons whatsoever, shall be well and truly contented and paid, or ordained to be paid, within convenient time after my Decease, by my Executors hereafter named; *Item* I give and bequeath. In witness &c.

An Assurance of a Jointure to the Wife, with remainder in tail.

THis Indenture made &c. between H.V. of &c. on the one part, and L.L. &c. and G L. &c. on the other part, Witnesseth, That as well for and in consideration of a matriage had and solemnized between the said V. and A. now wife to the said H. V. and Sister of the said L. and G. for the great good will, love and affection, which the said H. hath and beareth to the said A. his wife; and to the intent that the Messuages, Lands, and Tenements hereafter in these presents specified, shall come and continue in the issue of the said H. and A. in such sort, manner and form, as hereafter in these presents is expressed, mentioned, & declared; It is covenanted, granted, condescended, concluded and fully agreed upon, by and between the said parties to these presents, in manner and form following: And the said H. V. for the consideration aforesaid, doth covenant, grant and promise, for himself &c. to and with the said L. L. and G. L. their &c. by these presents, That he the said H. V. his heirs and assigns, and all and every other person or persons whatsoever, shall stand and be seized, of, and in all and singular those his Messuages, Lands, Tenements, Meadows, Leasons, Pastures, and Hereditaments whatsoever, with all and singular their appurtenances, in the Parish, Town and field of C. aforesaid, in the said &c. which late were parcell of the possessions of the late dissolved Monastery of &c. and now be, or late were in the several Tenures or occupations of &c. and their assignes, and the reversion and the reversions of the premisses, and every part and parcel thereof, to the uses, purposes and intents hereafter in these presents expressed and limitted, and to no other use, in-

intent or purpoſe whatſoever, that is to ſay, to the uſe and behoof of the ſaid H. V. for the term of his natural life, without impeachment of, or for any manner of waſte, and after his deceaſe to the uſe and behoof of the ſaid A. V. now wife of the ſaid H. V. for the term of her natural life, and after the deceaſe of the ſaid H. and A. his Wife, then to the uſe and behoof of ſuch of the Children, between them the ſaid H. and A. lawfully begotten, as the ſaid A. by her laſt Will and Teſtament, or other writing to be ſigned and ſubſcribed by her the ſaid A. in her life time, ſhall limit, nominate and appoint: And if no ſuch limitation, nomination, or appointment ſhall be made by the ſaid A. in her life time, then to the uſe of the heirs of the bodies of the ſaid H. and A. between them lawfully begotten, and for &c. to the uſe of the right heirs of the ſaid H. V. for ever: And further, the ſaid H. V. for himſelf &c. doth Covenant &c. to and with the ſaid L. L. and G. L. their Heirs &c. That he the ſaid H. V. his heirs and aſſigns, ſhall and will permit and ſuffer the ſaid A. V. and all and every other perſon and perſons to whom the ſaid Meſſuage, Lands, Tenements and other the premiſſes, or any part or parcel thereof ſhall happen to come, or of right ought to come, by reaſon of theſe preſents, peaceably and quietly to have, hold, occupy and enjoy all and ſingular the ſaid Meſſuages, Land, Tenements and Hereditaments before by theſe preſents expreſſed and mentioned, without any manner of let, trouble, eviction, diſturbance, ſute, vexation or expulſion of the ſaid H. V. his heirs or aſſigns, or any other perſon or perſons whatſoever, lawfully having, claiming or pretending to have any eſtate or title, from, by or under the ſaid H. V. his heirs or aſſigns, according to the intent, form, and true meaning of theſe preſents. In witneſs whereof &c.

A Leaſe of a Fee-farm, and certain Lands, with neceſſary Covenants.

THis Indenture made etc. between C. B. of etc. on the one part, and T. W. of etc. on the other part; Witneſſeth, That the ſaid C.B. for divers good cauſes and conſiderations him thereunto eſpecially moving, hath demiſed, granted, and to farm letten, and by theſe preſents doth demiſe etc. unto the ſaid T. W. his Executors, adminiſtrators and aſſigns, all that his Meſſuage, Tenement or Farm houſe called W. with the appurtenances, and all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Profits, and Commodities whatſoever, to the ſaid Meſſuage, Tenement or Farm houſe now belonging or appertaining, and being now in the tenure or occupation of the ſaid T.W. or of his Aſſignee or Aſſignees, ſituate, lying and being in the pariſh of etc. Except and alwaies reſerved unto the ſaid C.B. his Executors and aſſigns, all and all manner of woods, and under-woods, hedge-rows and timber-trees, now ſtanding, growing and being, or which hereafter ſhall ſtand, grow or be in and upon the demiſed premiſſes, or in and upon any part or parcel thereof; and alſo except and alwaies reſerved unto the ſaid C. B. his executors and aſſigns, by the ſpace and for the term of one whole year next before the end and expiration of the term of ſeven years, and one half year hereunder granted, the ſaid Meſſuage, Tenement or Farm-houſe, and one Cloſe or parcel of ground, called W. containing &c. be it more or leſſe; Together with free liberty of ingreſs, egreſs, abiding and dwelling, into, out of, from and upon the ſaid Meſſuage, Tenement and Farm

Exception.

Farm-houſe, and one Cloſe, called W. by and during the ſaid ſpace and term of, &c. next before the end and expiration of the ſaid Term of &c. To have and to hold the ſaid *Habend.* Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Paſtures, and other the demiſed premiſſes, and every part and parcel thereof (except before excepted) unto the ſaid T. W. his Executors, Adminiſtrators and Aſſignes, from the Feaſt day of &c. for and during the term of &c. and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid C. B. his Executors and Aſſigns, the rent of &c. at four Feaſts or Terms in the year moſt uſuall (That is to ſay) at &c. by even and equall portions. And if it ſhall happen *Re-enter for* the ſaid yearly rent of &c. or any *non-payment* part or parcel thereof to be behind and unpaid by the ſpace of &c. next over or after any of the ſaid Feaſt-dayes, in which the ſame ought to be paid, being lawfully demanded, That then and from thenceforth, and at all times after, it ſhall and may be lawful to and for the ſaid C. B. his Executors, Adminiſtrators and Aſſignes, into the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Lands, Meadows, Paſtures, and all the demiſed premiſſes, with the appurtenances, and into every part & parcel thereof, wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their former eſtate, And the ſaid T. W. his executors, adminiſtrators and Aſſigns, and all other the Tenants and Occupiers of the ſaid demiſed premiſſes, or any part or parcel thereof, throughout, & from thence, utterly to expel, amove & put out, this Indenture, or any thing herein contained to the contrary therof, in any wiſe notwithſtanding.

all and ſingular my Goods, Chattels, Leaſes, Debts, ready Money, Plate, Jewels, Rings, Houſhold-ſtuff, Apparel, Utenſils, Braſs, Pewter, Bedding, and all other my ſubſtance whatſoeveer, moveable and immoveable, quick and dead, of what kind, nature, quality or condition ſoever the ſame are or be, and in what place or places ſoever the ſame be, ſhall or may be found, as well in mine own cuſtody or poſſeſſion, as in the poſſeſſion, hands, power and cuſtody of any other perſon or perſons whatſoever; To have and to hold, all and ſingular the ſaid Goods, Chattels, Leaſes, Debts, and all other the aforeſaid premiſſes, unto the ſaid P.C. his executors, adminiſtrators, and aſſigns, to his and their own proper uſes and behoof, for ever freely and quietly, without any matter of challenge, claim or demand of me the ſaid B.C. or of any other perſon or perſons whatſoever, for me, in my name, by my cauſe, meaus, or procurement, and without any money or other thing therfore to be yielded, paid, or done unto me the ſaid B. C. my executors, adminiſtrators or aſſigns:

Warrant. And I the ſaid B. C. all and ſingular the aforeſaid Goods, Chattels, and premiſſes, to the ſaid P. C. his executors, adminiſtrators and aſſigns, to the uſe aforeſaid, againſt all people do warrant, and for ever defend by theſe preſents; and further, Know ye that I the ſaid B.C. have put the ſaid P. C. in peaceable and quiet poſſeſſion of all and ſingular the aforeſaid premiſſes, by the delivery unto him at the enſealing hereof, one coyned piece of Silver, commonly called two pence, fixed on the ſeal of theſe preſents. In witneſs &c.

A *Releaſe of Dower.*

TO all people to whom this preſent writing ſhall come, Dame *Dorothy Williams* late the wife of Sir *David Williams* Knight deceaſed, ſendeth greeting &c. Know ye, that the ſaid Dame *Dorothy W.* for & in conſideration of the performance of a former agreement, had and made between the ſaid Dame *Dorothy VV.* and the ſaid Sir D. W. her late husband, before their enter-marriage, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe, and for ever quit-claim unto Sir D. W. Knight, T. W. and R. W. ſons of the ſaid Sir D. W. and to every of them, all and all manner of Dower, and right and title of Dower whatſoever, which ſhe the ſaid Dame *Dorothy VV.* now hath, may, might, ſhould, or of right ought to have or claim, of, in, or out of all and every the Mannors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, which were the ſaid D. W. at any time during the coverture between him and the ſaid Dame D. ſituate and being in the Counties of &c. or in any or every of them, and all and all manner of actions, and writs of Dower whatſoever, ſo as neither ſhe the ſaid Dame D. W. nor any other for her, or in her name, any manner of Dower or Writ, or action of Dower, or any manner of right or title of Dower, of, or in the ſaid Mannors, Lands, Tenements and Hereditaments, or of or in any part or parcel thereof, at any time hereafter, ſhall or may have, or claim or proſecute againſt the ſaid Sir D. W. T. W. and R. W. nor any of them, their, nor any of their heirs or aſſigns, but of and from the ſame, ſhall be utterly debarred, and for ever excluded by theſe preſents. In witneſs &c.

A Releaſe from one that hath loſt his articles of agreement.

BE it known unto all men by theſe preſents, That I E. W. of &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents do for me, my Heirs, Executors, Adminiſtrators and Aſſigns, and every of us, fully, clearly, and abſolutely remiſe, releaſe, and for ever quit-claim unto I. O. of &c. his &c. all and all manner of Actions, Sutes, Plaints, Pleas, Proceſs, and demands whatſoever, which againſt the ſaid I. O. I ever had, now have, or at any time hereafter ſhall or may have by reaſon or means of any grant, Covenant, Contract, Promiſe, Bargain, Clauſe, or thing mentioned, contained, expreſſed, or declared, in or by certain Articles of Agreement Indented, bearing date &c. made between the ſaid I. O. on the one part, and me the ſaid E. W. on the other part, touching or concerning the procuring of a Leaſe of a field or parcell of ground, arable, meadow or paſture, called the &c. of the yearly rent of &c. lying &c. which ſaid Leaſe, I do hereby acknowledge is procured and paſſed by the ſaid I. O. according to my mind and deſire; and of and from all Bonds, Bills, and writings obligatory, and all and every penalty, ſum and ſums of mony in them or any of them mentioned, or contained, wherein or whereby the ſaid I. O. is and ſtandeth bound unto me for the performance of the Covenants, Grants, Articles and Agreements in the ſaid Articles, mentioned or contained. In witneſs &c.

A Form of a Will.

IN the name of God Amen. The tenth day of &c. I A. B. of &c. being ſick in body, but of good and per-

perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain estate of this transitory life, and that all flesh must yield unto death when it shall please God to call, do make, constitute, ordain and declare, this my last Will and Testament, in manner and form following, revoking, and annulling by these presents, all and every Testament and Testaments, Will and Wills heretofore by me made and declared, either by word, or by writing; and this is to be taken only for my last Will and Testament, and none other: And first, being penitent and sorry from the bottom of my heart for my sins past, most humbly desiring forgiveness for the same, I give and commit my soul unto Almighty God my Saviour and Reedemer, in whom, and by the merits of Jesus Christ, I trust & believe assuredly to be saved, and to have full remission and forgivness of all my sins, and that my soul with my body at the generall day of resurrection, shall arise again with joy, & through the merits of Christ's death and Passion, possess and inherit the Kindom of heaven, prepared for his elect and chosen; & my body to be buried in such place, where it shall please my Executors hereafter named to appoint: And now for the setling of my Temporall estates, and such Goods, Chattles, and debts, as it hath pleased God, far above my deserts, to bestow upon me; I do order, give and dispose the same in manner and form following, (that is to say) First, I will that all those debts and duties as I owe in right or conscience to any manner of person or persons whatsoever, shall be well and truly contented and paid, or ordained to be paid, within convenient time after my Decease, by my Executors hereafter named; *Item* I give and bequeath. In witness &c.

An Aſſurance of a Jointure to the Wife, with remainder in tail.

THis Indenture made &c. between H.V. of &c. on the one part, and L.L. &c. and G L. &c. on the other part, Witneſſeth, That as well for and in conſideration of a marriage had and ſolemnized between the ſaid V. and A. now wife to the ſaid H. V. and Siſter of the ſaid L. and G. for the great good will, love and affection, which the ſaid H. hath and beareth to the ſaid A. his wife; and to the intent that the Meſſuages, Lands, and Tenements hereafter in theſe preſents ſpecified, ſhall come and continue in the iſſue of the ſaid H. and A. in ſuch ſort, manner and form, as hereafter in theſe preſents is expreſſed, mentioned, & declared; It is covenanted, granted, condeſcended, concluded and fully agreed upon, by and between the ſaid parties to theſe preſents, in manner and form following: And the ſaid H. V. for the conſideration aforeſaid, doth covenant, grant and promiſe, for himſelf &c. to and with the ſaid L. L. and G. L. their &c. by theſe preſents, That he the ſaid H. V. his heirs and aſſigns, and all and every other perſon or perſons whatſoever, ſhall ſtand and be ſeized, of, and in all and ſingular thoſe his Meſſuages, Lands, Tenements, Meadows, Leaſons, Paſtures, and Hereditaments whatſoever, with all and ſingular their appurtenances, in the Pariſh, Town and field of C. aforeſaid, in the ſaid &c. which late were parcell of the poſſeſſions of the late diſſolved Monaſtery of &c. and now be, or late were in the ſeveral Tenures or occupations of &c. and their aſſignes, and the reverſion and the reverſions of the premiſſes, and every part and parcel thereof, to the uſes, purpoſes and intents hereafter in theſe preſents expreſſed and limitted, and to no other uſe, in-

intent or purpoſe whatſoever, that is to ſay, to the uſe and behoof of the ſaid H. V. for the term of his natural life, without impeachment of, or for any manner of waſte, and after his deceaſe to the uſe and behoof of the ſaid A. V. now wife of the ſaid H. V. for the term of her natural life, and after the deceaſe of the ſaid H. and A. his Wife, then to the uſe and behoof of ſuch of the Children, between them the ſaid H. and A. lawfully begotten, as the ſaid A. by her laſt Will and Teſtament, or other writing to be ſigned and ſubſcribed by her the ſaid A. in her life time, ſhall limit, nominate and appoint: And if no ſuch limitation, nomination, or appointment ſhall be made by the ſaid A. in her life time, then to the uſe of the heirs of the bodies of the ſaid H. and A. between them lawfully begotten, and for &c. to the uſe of the right heirs of the ſaid H. V. for ever: And further, the ſaid H. V. for himſelf &c. doth Covenant &c. to and with the ſaid L. L. and G. L. their Heirs &c. That he the ſaid H. V. his heirs and aſſigns, ſhall and will permit and ſuffer the ſaid A. V. and all and every other perſon and perſons to whom the ſaid Meſſuage, Lands, Tenements and other the premiſſes, or any part or parcel thereof ſhall happen to come, or of right ought to come, by reaſon of theſe preſents, peaceably and quietly to have, hold, occupy and enjoy all and ſingular the ſaid Meſſuages, Land, Tenements and Hereditaments before by theſe preſents expreſſed and mentioned, without any manner of let, trouble, eviction, diſturbance, ſute, vexation or expulſion of the ſaid H. V. his heirs or aſſigns, or any other perſon or perſons whatſoever, lawfully having, claiming or pretending to have any eſtate or title, from, by or under the ſaid H. V. his heirs or aſſigns, according to the intent, form, and true meaning of theſe preſents. In witneſs whereof &c.

A Leaſe of a Fee-farm, and certain Lands, with neceſſary Covenants.

THis Indenture made etc. between C. B. of etc. on the one part, and T. W. of etc. on the other part, Witneſſeth, That the ſaid C.B. for divers good cauſes and conſiderations him thereunto eſpecially moving, hath demiſed, granted, and to farm letten, and by theſe preſents doth demiſe etc. unto the ſaid T. W. his Executors, adminiſtrators and aſſigns, all that his Meſſuage, Tenement or Farm houſe called W. with the appurtenances, and all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Profits, and Commodities whatſoever, to the ſaid Meſſuage, Tenement or Farm houſe now belonging or appertaining, and being now in the tenure or occupation of the ſaid T.W. or of his Aſſignee or Aſſigneer, ſituate, lying and being in the pariſh of etc. Except and alwaies reſerved unto the ſaid C.B. his Executors and aſſigns, all and all manner of woods, and under-woods, hedge-rows and timber-trees, now ſtanding, growing and being, or which hereafter ſhall ſtand, grow or be in and upon the demiſed premiſſes, or in and upon any part or parcel thereof; and alſo except and alwaies reſerved unto the ſaid C. B. his executors and aſſigns, by the ſpace and for the term of one whole year next before the end and expiration of the term of ſeven years, and one half year hereunder granted, the ſaid Meſſuage, Tenement or Farm houſe, and one Cloſe or parcel of ground, called W. containing &c. be it more or leſſe; Together with free liberty of ingreſs, egreſs, abiding and dwelling, into, out of, from and upon the ſaid Meſſuage, Tenement and

Exception.

Farm

Farm-houſe, and one Cloſe, called W. by and during the ſaid ſpace and term of, &c. next before the end and expiration of the ſaid Term of &c. To have and to hold the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Paſtures, and other the demiſed premiſſes, and every part and parcel thereof (except before excepted) unto the ſaid T. W. his Executors, Adminiſtrators and Aſſignes, from the Feaſt day of &c. for and during the term of &c. and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid C. B. his Executors and Aſſigns, the rent of &c. at four Feaſts or Terms in the year moſt uſuall (That is to ſay) at &c. by even and equall portions. And if it ſhall happen the ſaid yearly rent of &c. or any part or parcel thereof to be behind and unpaid by the ſpace of &c. next over or after any of the ſaid Feaſt-dayes, in which the ſame ought to be paid, being lawfully demanded, That then and from thenceforth, and at all times after, it ſhall and may be lawful to and for the ſaid C. B. his Executors, Adminiſtrators and Aſſignes, into the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Lands, Meadows, Paſtures, and all the demiſed premiſſes, with the appurtenances, and into every part & parcel thereof, wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their former eſtate, And the ſaid T. W. his executors, adminiſtrators and Aſſigns, and all other the Tenants and Occupiers of the ſaid demiſed premiſſes, or any part or parcel thereof, throughout, & from thence, utterly to expel, amove & put out, this Indenture, or any thing herein contained to the contrary therof, in any wiſe notwithſtanding.

Habend.

Re-enter for non-payment

For reparation. And the ſaid T. W: for himſelf, doth covenant &c. in manner and form following (That is to ſay) that he the ſaid T. W. his executors, adminiſtrators and aſſigns, at his and their own proper coſts and charges, ſhall and will from time to time, and all all times hereafter during the ſaid Term of etc. by theſe preſents granted, when and as often as need ſhall require, well and ſufficiently repair, ſupport, ſuſtain, maintain and amend the ſaid Meſſuage, Tenement or Farm-houſe, and all the houſes, Edifices, Buildings, Barns and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcell thereof, in, by and with all and all manner of needful and neceſſary reparations whatſoever: And alſo ſhall and will at all times hereafter, and from time to time, during the ſaid term, at his and their like coſt and charges, well and ſufficiently hedge, fence, ditch, incloſe and amend all and ſingular the hedges, fences, ditches and incloſures belonging to the ſaid demiſed premiſſes, in, by and with all and all manner of hedging, fencing, ditching and encloſing, when and as often as need ſhall require, during the ſaid term; And as well the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Barns, and Stables, with the appurtenances, and every part and parcel thereof, ſo well and ſufficiently repaired, As alſo the hedges, fences, ditches and encloſures aforeſaid, well and ſufficiently ſupported and amended, in the end of the ſaid Term, or other determination of this preſent Leaſe, ſhall leave and yield up in to the hands and poſſeſſion of the ſaid C. B. his executors, adminiſtrators and aſſigns,

A Covenant for planting an Orchard. And the ſaid T. W. for himſelf, his executors, adminiſtrators and aſſigns, doth covenant etc. That he the ſaid T. W.

T. W. his Executors, adminiſtratoss and aſſigns, ſhall permit and ſuffer the ſaid C. B. and his aſſigns, to plant and make in and upon ſome convenient place of the demiſed premiſſes, one Orchard, not exceeding the number of 2 acres of land, with ſuch ſtore of fruit-trees, and other trees, as the ſaid C. B. or his aſſigns ſhall think meet; and the ſame Orchard and fruit-trees ſo made and planted, ſhall fence, preſerve and keep, ſo much as in him ſhall be, from ſpoil and hurt of Cattel, and from all other harm and deſtruction; And forther, that the ſaid T. W. his executors, adminiſtrators and aſſigns, ſhall at all times hereafter, and from time to time, during the ſaid Term of etc. find and allow unto G. B. Widow, Mother unto the ſaid C. B. competent and ſufficient meat, drink, lodging, apparel, and all other neceſſaries whatſoever, meet and convenient for her degree, and ſhall from time to time, & at all times, clearly acquit, exonerate and diſcharge the ſaid C. B. his executors, adminiſtrators and aſſigns, and every of them, of, for and concerning the keeping of the ſaid G. B. during the ſaid Term of etc. before by theſe preſents granted. And laſtly, the ſaid T. W. for himſelf doth covenant &c. That he the ſaid T. W. his executors, adminiſtrators or aſſigns, nor any of them, ſhall not at any time or times hereafter during the term, before in and by theſe preſents granted, plow up or otherwiſe deface or ſpoil the Meadow-ground belonging to the ſaid demiſed premiſſes, or any part or parcell thereof; And alſo that he the ſaid T. W. his executors, adminiſtrators or aſſigns, ſhall and will in the end of the ſaid Term of etc. before by theſe preſents granted, or other determination of this

a covenant for finding meat, drink, lodging apparel & other neceſſaries

Not to plow up the Meadows.

this preſent leaſe, deliver and yield up the quiet and Peaceable poſſeſſion of all and ſingular the before-demiſed premiſſes, and every part and parcel therof, unto the ſaid C. B. his executors, &c. And the ſaid C. B. for himſelf etc. doth covenant etc. in manner and form following, (viz.) That he the ſaid T. W. his executors, adminiſtrators and aſſigns, and every of them, for and under the yearly rent before by theſe preſents reſerved, and other the Covenants, Grants, Articles and Agreements in theſe preſents contained, ſhall and may peaceably, lawfully and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid Meſſuage, Tenement or Farm-houſe, Houſes, Edifices, Buildings, Lands, Meadows, Orchards, Gardens and all other the before demiſed Premiſſes, and every part and parcell thereof (except before excepted) for and during the ſaid Term of &c. before by theſe preſents granted, without any manner of lawful let, ſute, trouble, eviction, diſturbance or contradiction of the ſaid C. B. his Executors, Adminiſtrators or Aſſigns, or any of them, or any other perſon or perſons whatſoever, by his, their or any of their means act, title, or procurement. Provided alwaies, and it is meant and intended by and between the ſaid parties to theſe preſents, That this Indenture, or any thing herein contained, ſhall not extend to charge the ſaid C. B. his executors or adminiſtrators, by or with any action of Covenant, or other action whatſoever, ſaving only for ſuch eſtate and intereſt as the ſaid C. B. or any other claiming by, from or under him, now have, hath or may have, of, in, or to the demiſed premiſſes, or any part therof, and not for any other better or former eſtate, right or title, which ſhall or may precede or extinquiſh the grant by theſe preſents made. In witneſs &c.

A Proviſo.

An

An Aſſignment of two ſeveral Obligations.

TO all Chriſtian people to whom this preſent Writing ſhall come, F. D. of &c. Gentleman, ſendeth greeting: Whereas R D. of etc. Gentleman, in and by one Obligation or writing Obligatory, with condition thereupon endorſed, bearing date etc. And whereas alſo M. E. of etc. Eſq; in and by one other Obligation or writing Obligatory, with condition thereupon alſo endorſed, bearing date &c. do ſtand bound to the ſaid E. D. his executors, adminiſtrators and aſſigns, in the ſeverall ſums of etc. as by the ſaid ſeverall obligations, relation being thereunto had, may appear; Now know ye, that the ſaid F. D. for divers good cauſes and reaſonable conſiderations him hereunto eſpecially moving, Hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly and abſolutely bargain, ſell, aſſign and ſet over, unto R. B. of etc. his executors, adminiſtrators and aſſigns, as well the ſaid two Obligations, as alſo the ſeveral ſummes of money in them, and either of them mentioned or contained, To the only proper uſe and behoof of the ſaid R. B his executors, adminiſtrators and aſſigns, and without any accompt or other thing therefore to be yielded, paid or done unto the ſaid F. D. his executors, adminiſtrators or aſſigns, or to any of them. And the ſaid F. D. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid R. B. his Executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following; That is to ſay, that he the ſaid R. B. his executors, adminiſtrators and aſſigns, and every of them, ſhall and may at all times hereafter, and from time to time, peaceably and quietly have, hold

this present lease, deliver and yield up the quiet and Peaceable possession of all and singular the before-demised premisses, and every part and parcel therof, unto the said C. B. his executors, &c. And the said C. B. for himself etc. doth covenant etc. in manner and form following, (viz.) That he the said T. W. his executors, administrators and assigns, and every of them, for and under the yearly rent before by these presents reserved, and other the Covenants, Grants, Articles and Agreements in these presents contained, shall and may peaceably, lawfully and quietly have, hold, use, occupy, possess and enjoy all and singular the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Lands, Meadows, Orchards, Gardens and all other the before demised Premisses, and every part and parcell thereof (except before excepted) for and during the said Term of &c. before by these presents granted, without any manner of lawful let, sute, trouble, eviction, disturbance or contradiction of the said C. B. his Executors, Administrators or Assigns, or any of them, or any other person or persons whatsoever, by his, their or any of their means act, title, or procurement. Provided

A Proviso. alwaies, and it is meant and intended by and between the said parties to these presents, That this Indenture, or any thing herein contained, shall not extend to charge the said C. B. his executors or administrators, by or with any action of Covenant, or other action whatsoever, saving only for such estate and interest as the said C. B. or any other claiming by, from or under him, now have, hath or may have, of, in, or to the demised premisses, or any part therof, and not for any other better or former estate, right or title, which shall or may precede or extinquish the grant by these presents made. In witness &c.

An

An Aſſignment of two ſeveral Obligations.

TO all Chriſtian people to whom this preſent Writing ſhall come, F. D. of &c. Gentleman, ſendeth greeting: Whereas R. D. of etc. Gentleman, in and by one Obligation or writing Obligatory, with condition thereupon endorſed, bearing date etc. And whereas alſo M. E. of etc. Eſq; in and by one other Obligation or writing Obligatory, with condition thereupon alſo endorſed, bearing date &c. do ſtand bound to the ſaid E. D. his executors, adminiſtrators and aſſigns, in the ſeverall ſums of etc. as by the ſaid ſeverall obligations, relation being thereunto had, may appear; Now know ye, that the ſaid F. D. for divers good cauſes and reaſonable conſiderations him hereunto eſpecially moving, Hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly and abſolutely bargain, ſell, aſſign and ſet over, unto R. B. of etc. his executors, adminiſtrators and aſſigns, as well the ſaid two Obligations, as alſo the ſeveral ſummes of money in them, and either of them mentioned or contained, To the only proper uſe and behoof of the ſaid R. B his executors, adminiſtrators and aſſigns, and without any accompt or other thing therefore to be yielded, paid or done unto the ſaid F. D. his executors, adminiſtrators or aſſigns, or to any of them. And the ſaid F. D. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid R. B. his Executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following; That is to ſay, that he the ſaid R. B. his executors, adminiſtrators and aſſigns, and every of them, ſhall and may at all times hereafter, and from time to time, peaceably and quietly have,

hold

hold, use, occupy, possess and enjoy all and singular the sum and sums of money whatsoever, contained in the said severall Obligations: And also the benefit, commoditie, penalty and advantage whatsoever, which shall or may happen, come, grow, or be by reason of the said several Obligations or Writings Obligatory above recited or mentioned, without any manner of sute, trouble, gainsaying, means, consent or procurement of the said F. D. his executors, administrators or assigns, or of any other person or persons whatsoever. In witnesse &c.

An Assignment of two Apprentices, and their years to come.

TO all Christian people to whom this present writing shall come, I A. M. Citizen and &c. send greeting, in our Lord God everlasting. Whereas my Apprentices I. S. and G. R. have certain years yet to come and unexpird of their severall apprentishipps, to wit the said I. S. one whole year and a half, from the Feast of etc. last past, and the said G. R. the space of two years and a half, from the same Feast, as by their severall Indentures thereof unto me the said A. M. made and sealed, at large it doth and may appear: Now know ye, that I the said A. M. for divers good causes and considerations me especially moving, and the rather for that it stands with the good liking and pleasure of my said Apprentices; Have given, granted, assigned and set over, and by these presents do fully and absolutely give, grant, assign and set over unto my well beloved Friend R. H. Citizen and Haberdasher of *London*, all such right, title, duty, term of

Recital of the Indentures.

Consideration.

of years to come, claim, intereſts, Apprentiſhips, ſervice and demands whatſoever, which I the ſaid A. M. have, of, in or to the ſaid I. S. and G. R. my ſaid Apprentices, or which I might or ought to have of and in them, or either of them, by force and vertue of the above recited Indentures of Apprentiſhips: (That is to ſay) the true and faithful ſervice of I. S. for and during the time and ſpace of one whole year and a half, from &c. as aforeſaid, and the like honeſt and dutifull ſervice of G R. for and during the time and ſpace of two whole years and a half &c. from the Feaſt day, as is afore declared: Giving, and by theſe preſents granting unto the ſaid C. B. my full power and lawfull authority, for the having, keeping and enjoying of my ſaid Apprentices, I. and G. before mentianed, for and during their ſeverall times yet to come and unexpired: And moreover, I the ſaid A. M. do by theſe preſents covenant, promiſe and grant to and with the ſaid C. B. his executors and aſſignes, That the ſaid I. and G. Apprentices, ſhall, during their ſeveral times, well and truly ſerve the ſaid C. B. as their Maſter, and his commandements lawfull and honeſt every where ſhall do, and from the ſervice of him they nor either of them ſhall not abſent or prolong himſelf by day or night, during the ſaid ſeveral Terms of their aforeſaid Apprentiſhips, yet to come and unexpired. Provided, That the ſaid C. B. their Maſter, ſhall well intreat and uſe the ſaid I. and G. as becommeth Apprentices in ſuch caſe to be uſed; finding unto them, and either of them, meat, drink, linnen, woollen, hoſe, ſhoes and bedding, and all other neceſſaries during the ſaid Term. In witneſs &c.

Grant of their Terms.

A Proviſo, That if the Leſſor be minded to ſurrender his grand Leaſe, to take a further eſtate in the premiſſes, then the Demiſe to be void, with a Covenant to grant a new Leaſe of the premiſſes.

PRovided alwayes, and be the demiſe under and upon Condition, That if the ſaid I. B. his executors, adminiſtrators and aſſigns, ſhall at any time during the demiſe, be minded to ſurrender his Grand Leaſe by which he hath and holdeth the aforeſaid demiſed premiſſes (amongſt other things) to the intent to get a new Leaſe, or any larger or further eſtate of, in, and to the ſame; And therefore ſhall give or leave notice in the writing to and for the ſaid A. B his executors, adminiſtrators or aſſigns, at the ſaid demiſed Manſion-houſe, That then at the day and time of ſuch notice given, and from thenceforth for ever, this Demiſe, grant and term of years ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding; And the ſaid I. B. &c. doth Covenant and grant to and with the ſaid A. B. his &c. That he the &c. or Aſſigns, notwithſtanding the ſurceaſing and determination of this demiſe, Grant and Term of years of the ſaid A. B. to be had, claimed and enjoyed as aforeſaid, ſhall and will not onely peaceably & quietly permit and ſuffer the ſaid A. B. his executors, adminiſtrators and aſſigns, To have, hold and enjoy the ſaid demiſed premiſſes, under the yearly rent aforeſaid, by and during the Term of three moneths from thence next following, but alſo before the end and expiration of the ſame, ſhall at his and their own proper coſts and charges, make, ſeal and deliver, or cauſe &c And ſufficiently tendred at the ſaid demiſed Manſion houſe unto

the

the ſaid A. B, his executors or aſſigns, a new Leaſe, or Grant in writing of all the ſaid demiſed premiſſes, for ſo much of the ſaid time of &c. as ſhall be then to come and unexpired, and for and under ſuch Rents, Covenants and Conditions as are contained in this preſent Leaſe.

A Letter of Atturney to enter upon lands, and to deliver a leaſe made to another.

KNow all men by theſe preſents, that I R. R. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint T. C. of &c. my true and lawfull Atturney, for me, and in my ſtead and name, to enter and come into and upon the Farm and Lands of T. in the Pariſh of &c. now in the tenure or occupation of R. T. or of his aſſigns, or upon any part therof, then and there for me, and in my ſtead and name, to deliver as my act and deed, unto H. M. of &c. or to his aſſigns, one Indenture, whereunto I have already ſealed, bearing date &c. made between me the ſaid R. R. of the one party, and the ſaid H. M. of the other party, purporting a Leaſe of the ſame Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſignes, for the term of fourty years next enſuing, as in and by the ſaid Indenture more at large appeareth: which Indenture after the ſame ſhall be ſo delivered by my ſaid Atturney, I the ſaid R. R. do promiſe by theſe preſents, ſhall be my effectuall deed in Law to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then and there my ſelf. In witneſs &c.

A Letter of Attorney to enter upon lands, and to deliver a Leaſe.

TO all Chriſtian people to whom this preſent writing ſhall come, We T. A. and R. M. of &c. ſend greeting. Whereas we the ſaid T. A. and R. M. have ſigned and ſealed to one Indenture bearing date with theſe preſents, purporting a Leaſe, demiſe, or grant unto I. H. of &c. of all that our Mannor or Farm of &c. with the houſes, barns, ſtables, orchards, gardens, &c. and of all that our Site of the Rectory or Parſonage of L. in the ſaid County of &c. Together with the Demeaſn-Lands to the ſaid Mannor and Farm belonging or appertaining, To hold from the enſealing and delivery of the ſame Indenture to the term of three years then next enſuing; as by the ſame Indenture of Leaſe at large appeareth. Now know ye, that we the ſaid T. A. and R. M. have made, ordained, conſtituted, and appointed; and by theſe preſents do make, ordain, conſtitute, and in our ſteads and places put and apppoint our truſty and wel beloved Friend I. H. of &c. our true and lawfull Attorney and Aſſignee, for us, and in our ſteads and names to enter and come into, and upon all that the ſaid &c. and other the lands aforeſaid, or into ſome part thereof; and then and there (after ſuch entry made) to deliver unto the ſaid I. H. as our very act & deed, the ſaid Indenture of Leaſe above mentioned: To hold according to the tenor of the ſame Indenture; and further to do and execute all and every ſuch further thing, and other act whatſoever, as ſhall be needfull to be done and performed in that behalf, in as large, ample and effectuall manner as we our ſelves might or could do, if we were perſonally preſent. In witneſſe &c.

The Letter of Attorney.

A

A Condition to pay money within fourteen daies after, if the parties bound in an Obligation pay it not at the day.

THe Condition of this Obligation is ſuch, That whereas W. H. and R. B. by their Obligation or writing obligatory, bearing date etc. are and ſtand jointly and ſeverally bound unto the within named I. L. in the ſum of &c. with condition endorſed, for the true payment of etc. on the etc. as by the ſame Obligation with condition endorſed, at large appeareth; Now if the ſaid W. H. and R. B. their Executors, Adminiſtrators and Aſſigns, ſhall make default in payment of the ſaid ſum of &c. on the ſaid &c. in which the ſame ought to be paid, as aforeſaid; then if the within bounden I. L. his heirs, executors, adminiſtrators and Aſſigns, or any of them, do within fourteen daies next and immediately enſuing the ſaid etc. well and truly pay, or cauſe to be paid unto the ſaid I. L. his Executors or Aſſigns, the ſum of &c. or ſo much thereof as ſhall be behind and unpaid in or upon the ſaid &c. at or in &c. without fraud or coven, that then this preſent Obligation.

An Aſſigument of a leaſe of partition, where 3 are joint Leſſors to a third perſon.

THis Indenture made &c. between H. P. of &c. of the one part, and W. C. of &c. on the other part, Witneſſeth, That *Recital,* whereas G. M. or &c. and E. his wife H. B. &c. and H. his wife, and T. P. &c. and M. his wife, in and by their three ſeverall Indentures of Leaſe, bearing equall date the etc. for the ſeverall

considerations therein mentioned, did remise, grant, and to farm let unto the said H. P. all that their said three several third parts, in three parts to be divided, of all that their messuage or Tenement, situate, lying, and being in &c. then, or late in the tenure or occupation of one R. G. or of his Assignee or Assignees, with all Shops, Cellers, Sollers, Chambers, Rooms, Lights, Easments, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three several third parts, in three parts to be divided, of and in such goods, wainscot implements of houshold necessaries, and things as were specified and containd in three several Schedules or inventories indented, and to the same Indentures annexed.

Habend. *To have and to hold,* all their said three several third parts, in three parts to be divided, of and in the said Messuage or Tenement, and all and singular the said other demised premises, with the appurtenances, and every part and parcel thereof, unto the said H. P. his Executors, Administrators and Assigns, from the Feast day of etc. then next comming after the date of the said several Indentures of Lease, unto the end and term of &c from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly during the said term of &c. unto the said G. M and E. his wife, and to the heirs and assigns of the said E. &c. and to the said H. B. and H. his wife, and the heirs & assigns of the said H. &c. and to the said T. P. and M. his wife, and to the heirs and assigns of the said M. &c. at four of the most usual Feasts of the year, (that is to say) at the Feasts of &c. by even and equall portions, as in and by the said three several Indentures of Lease, amongst diverse other Covenants, Grants, Articles, Agreements, and things therein contained,

more

more fully and at large it doth and may appear; Now this Indenture further witnesseth, that he the said H. P. for and in consideration of the sum &c. to him in hand paid, by the said W. C. before the ensealing & delivery of these presents, whereof he the said H. P. doth acknowledge the receipt thereof, and of every part and parcel thereof, doth clearly acquit & discharge the said W. C. his executors, administrators and assigns, & every of them for ever by these presents, hath granted, bargaind, sold, assigned and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign, and set over unto the said W. C. his Executors, Administrators and Assigns, as well the said Messuage or Tenement, and all other the said premisses, with the appurtenances, and every part and parcell thereof, as also all the estate, right, title, interest, Term of years to come, Possession, Claim, and Demand whatsoever, which he the said H. P. now hath, may, might, should, or in any wise ought to have, of, in, or to the said Messuage or Tenement and premisses, or of, in, or to any part or parcel thereof, by force and vertue of the said three severall recited Indentures of Lease, or any or either of them, or otherwise howsoever, together with the said three several Indentures of Lease: To have and to hold the said Messuage or Tenement, the said several Indentures of Lease, Estate, Right, Title, Interest, and all and singular other the premisses before by these presents bargained, and sold, mentioned, or intended to be hereby bargained, sold, assigned and set over, and every part and parcell thereof, unto the said W. C. his executors, administrators and assigns, for and during all the residue yet to come & unexpired of the said term of &c. in the same Indentures of Lease granted, in as large and ample *Habend*

manner and form to all intents and purpoſes, as he the ſaid H. P. now hath, may, might, or in any wiſe ought to have and enjoy the ſame, by force of the ſame Indentures of Leaſe aforeſaid, or otherwiſe howſoever. And the ſaid H. P. doth covenant, promiſe and grant, for himſelf, his executors, adminiſtrators & aſſigns, and for every of them, to and with the ſaid W. C. his executors, adminiſtrators & aſſigns, by theſe preſents in form following (that is to ſay) That he the ſaid W. C. his executors, adminiſtrators and aſſigns, & every of them, under the rents, covenants, proviſoes and agreements, in the ſaid ſeveral recited or mentioned Indentures of Leaſe contained, ſhall and may, for and during all the reſt and reſidue now to come and unexpired of the ſaid term, in the ſaid ſeverall Indentures of Leaſe granted, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all other the premiſſes, with the appurtenances, and every part and parcell thereof, without the let, trouble, interruption, moleſtation, or contradiction of him the ſaid H. P. his Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, claiming from, by, or under him the ſaid H. P. his Executors or Aſſigns, diſcharged alſo of, and from all, and all manner of former and other bargains, ſales, grants, ſurrendors, forfeitures, reentries, cauſe and cauſes of forfeiture and re-entry, rents, arrearages of rents, charges, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done by the ſaid H. P. his executors, adminiſtrators or aſſigns, or any of them or by any other perſon or perſons whatſoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title,

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conſent or procurement, the rents, Covenants, conditions and agreements, in the ſaid ſeverall recited or mentioned Indentures of Leaſe contained, which from henceforth on the Tenants parts and behalf, are, or ought to be paid, performed and kept, onely excepted, and alwayes fore-prized. In witneſs &c.

A Condition to pay a ſum of money to children at their ſeveral ages, according to the Will by which it was given. The Bond made to the Executor.

THe Condition of this Obligation is ſuch, that whereas the within named A. B. by his laſt Will and Teſtament bearing date &c. did amongſt other Legacies and Bequeſts, give and bequeath to the Children of his late Brother G. B. deceaſed, to every one of them that ſhould be living at the time of his death, to be delivered unto them by equal portions, at their ſeverall ages of one and twenty years, Fourty pounds a piece, and to G. B. by name, one of his ſaid Brothers children, the ſumme of fourty pounds over and beſides the ſaid fourty pounds formerly to him given as aforeſaid; And did ordain that the ſaid ſeverall ſums ſo bequeathed to his ſaid Brothers Children, ſhould be delivered to their Mother, his Siſter-in-law, for the uſe and behoof of the ſaid Children, ſhe putting in ſufficient ſecurity to his Executors for the payment of the ſaid ſummes, at their ſeverall ages above-mentioned, as by the ſaid laſt Will and Teſtament of the ſaid A. B. may appear, the within named M. E. and G. H. Executors of the ſaid laſt Will and Teſtament of the ſaid A. B. have now paid and delivered unto the within bounden E. W. the Mother of the ſaid Children, the ſum of &c.

A Letter of Attorney to enter upon lands, and to deliver a Leaſe.

TO all Chriſtian people to whom this preſent writing ſhall come, We T. A. and R. M. of &c. ſend greeting. Whereas we the ſaid T. A. and R. M have ſigned and ſealed to one Indenture bearing date with theſe preſents, purporting a Leaſe, demiſe, or grant unto I. H. of &c. of all that our Mannor or Farm of &c. with the houſes, barns, ſtables, orchards, garden, &c. and of all that our Site of the Rectory or Parſonage of L. in the ſaid County of &c. Together with the Demeaſn-Lands to the ſaid Mannor and Farm belonging or appertaining, To hold from the enſealing and delivery of the ſame Indenture to the term of three years then next enſuing; as by the ſame Indenture of Leaſe at large appeareth. Now know ye, that we the ſaid T. A. and R. M. have made, ordained, conſtituted, and appointed, and by theſe preſents do make, ordain, conſtitute, and in our ſteads and places put and apppoint our truſty and wel beloved Friend I. H. of &c. our true and lawfull Attorney and Aſſignee, for us, and in our ſteads and names to enter and come into, and upon all that the ſaid &c. and other the lands aforeſaid, or into ſome part thereof; and then and there (after ſuch entry made) to deliver unto the ſaid I. H. as our very act & deed, the ſaid Indenture of Leaſe above mentioned: To hold according to the tenor of the ſame Indenture; and further to do and execute all and every ſuch further thing, and other act whatſoever, as ſhall be needfull to be done and performed in that behalf, in as large, ample and effectuall manner as we our ſelves might or could do, if we were perſonally preſent. In witneſſe &c.

The Letter of Attorney.

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A Condition to pay money within fourteen daies after, if the parties bound in an Obligation pay it not at the day.

THe Condition of this Obligation is ſuch, That whereas W. H. and R. B. by their Obligation or writing obligatory, bearing date etc. are and ſtand jointly and ſeverally bound unto the within named I. L. in the ſum of &c. with condition endorſed, for the true payment of etc. on the etc. as by the ſame Obligation with condition endorſed, at large appeareth; Now if the ſaid W. H. and R. B. their Executors, Adminiſtrators and Aſſigns, ſhall make default in payment of the ſaid ſum of &c. on the ſaid &c. in which the ſame ought to be paid, as aforeſaid; then if the within bounden I. L. his heirs, executors, adminiſtrators and Aſſigns, or any of them, do within fourteen daies next and immediately enſuing the ſaid etc. well and truly pay, or cauſe to be paid unto the ſaid I. L. his Executors or Aſſigns, the ſum of &c. or ſo much thereof as ſhall be behind and unpaid in or upon the ſaid &c. at or in &c. without fraud or coven, that then this preſent Obligation.

An Aſſignment of a leaſe of partition, where 3 are joint Leſſors to a third perſon.

THis Indenture made &c. between H. P. of &c. of the one part, and W. C. of &c. on the other part, Witneſſeth, That *Recital,* whereas G. M. or &c. and E. his wife H. B. &c. and H. his wife, and T. P. &c. and M. his wife, in and by their three ſeverall Indentures of Leaſe, bearing equall date the etc. for the ſeverall

considerations therein mentioned, did remise, grant, and to farm let unto the said H. P. all that their said three several third parts, in three parts to be divided, of all that their messuage or Tenement, situate, lying, and being in &c. then, or late in the tenure or occupation of one R. G. or of his Assignee or Assignees, with all Shops, Cellers, Sollers, Chambers, Rooms, Lights, Easments, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three several third parts, in three parts to be divided, of and in such goods, wainscot implements of houshold necessaries, and things as were specified and containd in three several Schedules or inventories indented, and to the same Indentures annexed:

Habend. *To have and to hold,* all their said three several third parts, in three parts to be divided, of and in the said Messuage or Tenement, and all and singular the said other demised premises, with the appurtenances, and every part and parcel thereof, unto the said H. P. his Executors, Administrators and Assigns, from the Feast day of etc. then next comming after the date of the said several Indentures of Lease, unto the end and term of &c from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly during the said term of &c. unto the said G. M and E. his wife, and to the heirs and assigns of the said E. &c. and to the said H. B. and H. his wife, and the heirs & assigns of the said H. &c. and to the said T. P. and M. his wife, and to the heirs and assigns of the said M. &c. at four of the most usual Feasts of the year, (that is to say) at the Feasts of &c. by even and equall portions, as in and by the said three several Indentures of Lease, amongst diverse other Covenants, Grants, Articles, Agreements, and things therein contained,

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more fully and at large it doth and may appear; Now this Indenture further witneſſeth, that he the ſaid H. P. for and in conſideration of the ſum &c. to him in hand paid, by the ſaid W. C. before the enſealing & delivery of theſe preſents, whereof he the ſaid H. P. doth acknowledge the receipt thereof, and of every part and parcel thereof, doth clearly acquit & diſcharge the ſaid W. C. his executors, adminiſtrators and aſſigns, & every of them for ever by theſe preſents, hath granted, bargaind, ſold, aſſigned and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, as well the ſaid Meſſuage or Tenement, and all other the ſaid premiſſes, with the appurtenances, and every part and parcell thereof, as alſo all the eſtate, right, title, intereſt, Term of years to come, Poſſeſſion, Claim, and Demand whatſoever, which he the ſaid H. P. now hath, may, might, ſhould, or in any wiſe ought to have, of, in, or to the ſaid Meſſuage or Tenement and premiſſes, or of, in, or to any part or parcel thereof, by force and vertue of the ſaid three ſeverall recited Indentures of Leaſe, or any or either of them, or otherwiſe howſoever, together with the ſaid three ſeveral Indentures of Leaſe: To have and to hold the ſaid Meſſuage or Tenement, the ſaid ſeveall Indentures of Leaſe, Eſtate, Right, Title, Intereſt, and all and ſingular other the premiſſes before by theſe preſents bargained, and ſold, mentioned, or intended to be hereby bargained, ſold, aſſigned and ſet over, and every part and parcell thereof, unto the ſaid W. C. his executors, adminiſtrators and aſſigns, for and during all the reſidue yet to come & unexpired of the ſaid term of &c. in the ſame Indentures of Leaſe granted, in as large and ample *Habend*

manner and form to all intents and purpoſes, as he the ſaid H. P. now hath, may, might, or in any wiſe ought to have and enjoy the ſame, by force of the ſame Indentures of Leaſe aforeſaid, or otherwiſe howſoever. And the ſaid H. P. doth covenant, promiſe and grant, for himſelf, his executors, adminiſtrators & aſſigns, and for every of them, to and with the ſaid W. C. his executors, adminiſtrators & aſſigns, by theſe preſents in form following (that is to ſay) That he the ſaid W. C. his executors, adminiſtrators and aſſigns, & every of them, under the rents, covenants, proviſoes and agreements, in the ſaid ſeveral recited or mentioned Indentures of Leaſe contained, ſhall and may, for and during all the reſt and reſidue now to come and unexpired of the ſaid term, in the ſaid ſeverall Indentures of Leaſe granted, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all other the premiſſes, with the appurtenances, and every part and parcell thereof, without the let, trouble, interruption, moleſtation, or contradiction of him the ſaid H. P. his Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, claiming from, by, or under him the ſaid H. P. his Executors or Aſſigns, diſcharged alſo of, and from all, and all manner of former and other bargains, ſales, grants, ſurrendors, forfeitures, reentries, cauſe and cauſes of forfeiture and re-entry, rents, arrearages of rents, charges, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done by the ſaid H. P. his executors, adminiſtrators or aſſigns, or any of them or by any other perſon or perſons whatſoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title, con-

conſent or procurement, the rents, Covenants, conditions and agreements, in the ſaid ſeverall recited or mentioned Indentures of Leaſe contained, which from henceforth on the Tenants parts and behalf, are, or ought to be paid, performed and kept, onely excepted, and alwayes fore-prized. In witneſs &c.

A Condition to pay a ſum of money to children at their ſeveral ages, according to the Will by which it was given. The Bond made to the Executor.

THe Condition of this Obligation is ſuch, that whereas the within named A. B. by his laſt Will and Teſtament bearing date &c. did amongſt other Legacies and Bequeſts, give and bequeath to the Children of his late Brother G. B. deceaſed, to every one of them that ſhould be living at the time of his death, to be delivered unto them by equal portions, at their ſeverall ages of one and twenty years, Fourty pounds a piece, and to G. B. by name, one of his ſaid Brothers children, the ſumme of fourty pounds over and beſides the ſaid fourty pounds formerly to him given as aforeſaid; And did ordain that the ſaid ſeverall ſums ſo bequeathed to his ſaid Brothers Children, ſhould be delivered to their Mother, his Siſter-in-law, for the uſe and behoof of the ſaid Children, ſhe putting in ſufficient ſecurity to his Executors for the payment of the ſaid ſummes, at their ſeverall ages above-mentioned, as by the ſaid laſt Will and Teſtament of the ſaid A. B. may appear; the within named M. E. and G. H. Executors of the ſaid laſt Will and Teſtament of the ſaid A. B. have now paid and delivered unto the within bounden E. W. the Mother of the ſaid Children, the ſum of &c.

for the ſeverall Legacies of ſuch of the ſame Children as are yet under the age of one and twenty years (that is to ſay) fourſcore pounds for the uſe of the abbve-named G. B. according to the Bequeſt thereof to him made as aforeſaid, Fourty pounds more for the uſe of E. B. fourty pounds more for F. B. and fourty pounds more for A. B. All children of the ſaid G. B. Deceaſed, to be paid unto them at their ſeveral Ages as aboveſaid; if therefore the above-bounden E. B. his Heirs, Executors, Adminiſtrators or Aſſignes, or any of them, do or ſhall well and truly pay, or cauſe to be paid unto every of the ſaid children before named reſpectively (*viz.*) to G. B. E. B. F. B. and A. B. their ſaid ſeveral ſums of Legacies abovementioned, at every of their ſeveral reſpective ages of twenty one years, according to the effect and true meaning of the ſaid Will, without fraud or coven, That then &c.

A Condition for payment of Money to a child when he comes to age, and in the mean time to find it, and bring it up.

THe Condition &c. That if the within bounden T. C. his Heirs, Executors &c. do well and truly deliver and pay, or cauſe to be delivered and paid, unto T. M. Son of I. M. late of &c. the ſum of &c. within one moneth next after that the ſaid T. ſhall attain and come to his full age of twenty one years, And alſo carefully and honeſtly, according to his calling and degree, keep, educate, and bring up the ſaid T. during his non-age, with neceſſary and convenient meat, drink, lodging, learning, and apparel; and if the ſaid T. M. ſhall happen to dy & depart this life, before he ſhall attain his ſaid age of one and twenty years, Then if the ſaid T. C. his Exe-

Executors &c. do within one year next after the deceaſe of the ſaid T. M. pay, or cauſe to be paid unto the within named &c. his Executors or Aſſigns, to the uſe of the children of the ſaid T. M. which ſhall be then liviug, the ſaid ſum of &c. to be equally diſtributed and divided amongſt them, That then &c.

An Aſſignment of a Wharf, ſtock of wood, coals, Lighters &c. with a general releaſe, and covenants for peaceable enjoying &c.

THis Indenture made the &c. Between I. G. of &c. Wood monger, of one part, And I. G. of &c. in the ſame pariſh & County Wood-monger of the other part, Witneſſeth, that whereas the ſaid I. G. being on the ſixt day of *Auguſt. Anno Dom.* 1637. and in the 13th year of his ſaid Majeſties Reign that now is, lawfully poſſeſſed for divers years then to come of and in one Wharf in Milford Lane in the pariſh of &c. and of a certain ſtock of wood and coals thereupon, and in the Lighters at the ſaid Wharf, Namely of 124 Chaldron of Coals, valued at an hundred and two pounds two ſhil. and nine pence; fourty thouſand of Oaken Billets, at &c. Six horſes, Six Carts with their furniture, Coal ſack, Lighters, Planks, Coal meaſures, and new and old wheels about the yard, valued at &c. All which did amount in the whole to the ſum of three hundred two pounds, five ſhillings and nine pence; and did commit unto him the ſaid I. G. the uſe, occupation and mannaging of the ſaid ſtock of Wood and Coals, and of the ſumme of one hundred ninety ſeven pounds fourteen ſhillings and three pence, of lawfull money of England, to be laid out in buying of wood and coals to make up the whole ſtock five hundred and two pounds, to be uſed, mannaged,

imployed and ſupplyed from time to time by him the ſaid I. C. at the ſaid Wharf for the term of ſeven years then next enſuing, if the ſaid I. and L. ſhould ſo long live, upon ſuch conditions, covenants and agreements, and in ſuch ſort as were mentioned, expreſſed and contained in certain Articles of agreement indented, bearing date the ſixteenth day of Auguſt 1637. in the ſaid thirteenth year of his ſaid Majeſties Reign, made between the ſaid I. G. of the one part, and the ſaid I. C. of the other part, as in and by the ſaid Articles at large it doth and may appear; And whereas it is agreed, that the Agreement in the ſaid Articles ſhall ceaſe and be determined, and that the ſaid I. C. ſhall have, hold, retain and keep the ſaid ſtock of goods and money to his own uſe, in conſideration of the ſumme of &c. of lawfull money of *England*, agreed to be ſecured to be paid by the ſaid I. C. to the ſaid I. G. at certain daies agreed upon. Now this Indenture therefore witneſſeth, that the ſaid I. G. for the conſideration aforeſaid, Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely grant, bargain, ſell, aſſign and ſet over, unto the ſaid I. C. all the ſaid ſtock of goods and money before mentioned, formerly deliverd into the hands of the ſaid I. C. as aforeſaid; and doth alſo demiſe, releaſe, and for ever quit-claim unto the ſaid I. C. all actions, accompts, claims, and demands whatſoever, touching or concerning the ſame ſtock of goods and money, or any part thereof; To have and to hold the ſaid ſtock of wood, coals, money, and other things before mentiond, and every part of them, unto the ſaid I. C. his executors, adminiſtrators and aſſigns, to his and their own proper uſe and behoof, and as his and their own proper Goods and Chattels for ever. And the ſaid I. G. for himſelf, his executors and ad-

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miniſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid I. G. his Executors, Adminiſtrators and aſſignes, and to and with every of them by theſe preſents, that he the ſaid I. G. his executors, adminiſtrators and aſſignes, ſhall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the ſaid ſtock of goods and money, and the ſame and every part thereof, to diſpoſe and convert to his and their own proper uſe and behoof, without the let, ſute, trouble, claim or diſturbance of him the ſaid I. G. his Executors, Adminiſtrators or aſſigns, or any of them, or of any other perſon or perſons whatſoever, claiming by, from or under him, them or any of them, or by, or under, or by reaſon of his, their or any of their act or acts, right, title, intereſt, means or procurement, &c. In witneſs &c.

An Aſſignment of a Leaſe of a Meſſuage, divers plats of Ground, with Buttals and Boundals, ſeveral Covenants &c. with an Exception.

THis Indenture made the &c. day of &c. *Anno Domini*, 1632. and the eighth year of the Reign of our Soveraign Lord King *Charles*, &c. Between S. H. of &c. Gentleman, of the one part, and F. L. of &c. Eſquire, of the other part. Whereas Sir *John T.* late of &c. Knight and Baronet, deceaſed, and the late right honourable N. Lord *Tufton*, and Earl of *Thanet*, by the name of Sir T. N. Knight, Son and Heir apparent of the ſaid Sir *John T.* now alſo deceaſed, by their Indenture bearing date the thirtieth day of *May*, in the fifteenth year of the reign of our ſaid Soveraign Lord King *Charls*, over England, &c. for the conſideration therein expreſſed, did demiſe, grant and to farm-let unto E. W. of &c. his Executors, and Aſſigns, all that the Meſſuage or Tene-

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ment, ſhed and plat of ground, ſituate, lying and being in *Chick-lane* &c. containing by eſtimation one hundred foot in length, from the North to the South, and in bredth fourty one foot, from the Eaſt to the Weſt: The Meſſuage or Tenement then in the Tenure of I. W. lying on the Eaſt ſide thereof, and the ſaid Chick-lane on the North ſide thereof, And the meſſuage or Tenement then in the tenure of one R. S. on the Weſt and South-ſides thereof: And alſo their part of one meſſuage or Tenement, or ſhed, and parcell of Ground lying and being in Chick-lane aforeſaid, containing by eſtimation fourſcore and twelve foot in length, and in bredth eighteen foot, The Meſſuage or Tenement then in the tenure or occupation of one A. B. on the Weſt-ſide of thereof, the ſaid Chick lane on the North-ſide thereof, and the meſſuage or tenement then in the tenure or occupation of one H.S. on the South ſide thereof, and then or late before in the tenure or occupation of the ſaid A. B. his Aſſignee or Aſſignees, and all and ſingular the Meſſuages, Tenements, Houſes, Edifices, Buildings, Rooms, Shops, Cellers, Sollers, and void ground unto the ſaid Meſſuage or Tenements, ſhed and plats of grounds before mentioned to be demiſed, belonging, or in any wiſe appertaining, To have and to hold to the ſaid *Edmund Wright*, his Executors, Adminiſtrators and Aſſignes, from the Feaſt of the Annunciation of the bleſſed Lady S. *Mary* the Virgin laſt paſt, before the date thereof, unto the full end and term of thirty and one years from thence next enſuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly during the ſaid Term, unto the ſaid Sir I. T. yearly during his life, and after his deceaſe, to the ſaid right honourable N. Lord T. and Earl of *Thanet*, his heirs and Aſſigns, the full ſum of eight pounds of lawfull money of *England*,

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at two of the moſt uſuall Feaſts or Terms in the *year*; That is to ſay, at the Feaſts of Saint *Michael* the Arch-angel, and the Annunciation of the bleſſed Lady the Virgin *Mary*, by equall portions, as by the ſame Indenture more plainly may appear. And whereas by certain other Indentures bearing date the ſaid thirtieth day of *May*, made betweene the ſaid Sir *John* T. and the ſaid N. Lord T. and Earl of *Thanet*, by the name of Sir N. T. Knight, on the one part, and the ſaid E. W. on the one part, It is covenanted, conditioned and agreed by and betweene all the ſaid parties, And the ſaid E. W. for himſelf, his Executors, Adminiſtrators and Aſſignes, did covenant, promiſe and grant to and with the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. their Heirs and Aſſigns, by the ſaid laſt mentioned Indenture, That the ſaid E. W. his Executors, Adminiſtrators and Aſſigns, ſhould well and truly, yearly, during the ſaid Term of one and twenty years, pay or cauſe to be paid to the ſaid Sir I. T. during his naturall life, and after his deceaſe, to the ſaid N. Lord T. and Earl of T. his heirs and aſſignes, the full ſum of twenty three pounds of lawful money &c. for and in the name of a fine or income for the ſaid Leaſe at the two Feaſts aforeſaid, by equall portions. And whereas alſo the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. by the name of Sir N. T. Knight, have by their Indenture bearing date the ſaid &c. day of *May*, for the conſideration therein mentioned, demiſed, granted, and to farm let, unto I. W. of &c. all that their Meſſuage or Tenement, ſituate, lying and being in *Chicklane* aforeſaid, late in the tenure or occupation of one *Agnes W.* or her Aſſignee or Aſſignees, containing by eſtimation from the Eaſt to the Weſt, thirty foot in breadth, and in length from the North to the South, threeſcore foot; The Tenement then in the occupa-

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tion of the ſaid I. W. lying on the Eaſt ſide thereof, the Tenement then of *Ralph F.* Gentleman, on the Weſt-ſide thereof; the Tenement then in the tenure or occupation of the ſaid *Ralph F.* on the South-ſide thereof; and alſo all the Tenement, ſhed or piece of ground lying and being in *Chick-lane* aforeſaid, containing by eſtimation one hundred and twenty foot of Aſſize in length, and twenty eight foot in bredth, then or late before in the tenure or occupation of the ſaid I. W. or his Aſſignee or Aſſignees: The Tenement then in the tenure or occupation of one I. C. lying on the Eaſt ſide thereof; and the Tenement then in the tenure of one I. W. on the Weſt ſide thereof; and the Tenement belonging to S. *Martins Organs*, on the South ſide thereof; And alſo one other little piece or parcel of ground, ſituate, lying and being near *Chick-lane* aforeſaid, &c containing by eſtimation in length nineteen foot from the Eaſt to the Weſt; and in breadth, from the North to the South, ſixteen foot, late in the tenure or occupation of R. B. or of his Aſſignee or Aſſignees; the Tenement then in the occupation of the ſaid I. W. on the Eaſt-ſide thereof; and the Tenement then in the Tenure of the ſaid *Ralph F.* on the Weſt ſide thereof; the Tenement then in the tenure of R. S. and E. W. on the North-ſide thereof; and the Tenement then in the tenure of the ſaid R. F. on the South-ſide thereof; & alſo all and ſingular Houſes, Edifices, Buildings, Stables & Back-ſides, Back houſes, Shops, Cellers, Sollers &c. unto the ſaid Meſſuage, and ſever all plats of ground before demiſed, then belonging or appertaining, or to or with the ſaid demiſed premiſſes then held, uſed, occupied or enjoyed, as part, parcell or member of them, or either of them, To have and to hold all and ſingular the ſaid demiſed premiſes, with the appurtenances, to the ſaid I. W.

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his executors, administrators and assigns, from the Feast of the Annunciation of our blessed Lady the Virgin Mary, then last past before the date of the said last recited Indenture, unto the full end and term of thirty and one years from thence next ensuing, and fully to be complete and ended: Yielding and paying therefore yearly, during the said Term, unto the said Sir I. T. during this life, and after his decease, to the said right Honourable N. Lord T. and Earl of T. and his Heirs and Assigns, the full sum of six pounds of lawfull money of England, at the two Feasts aforesaid, by even and equal portions. And whereas by certain other Indentures bearing date the said thirtyeth day of May, made between the said Sir I. T. and the said N. Lord T. Earl of T. of the one party, and the said I. VV. of the other part: It is covenanted, concludep, condescended and agreed by and between all the said parties; And the said I. VV. for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. Earl of T. their Heirs and Assigns, That the said I. VV. his Executors, Administrators and Assigns, should well and truly, yearly, during the said Term of thirty and one years, pay or cause to be paid to the said Sir John T. during his natural life, and after his decease, to the said N. Lord T. Earl of T. his heirs and assigns, the full sum of seventeen pounds of lawful money of England, for and in the name of a fine or income for the said Leases, at the two Feasts aforesaid, by even and equall portions, as by the same several Leases, relation being unto them had, more at large it doth and may appear: Which said several Leases, Estates, and Interests of the said E. VV. and I. VV. of, in and to all and singular the aforesaid premisses, in and by the aforesaid several Indentures of Lease demised, granted and con-

contained, as aforesaid, were by mean conveyances and sufficient assurances in the law, conveyed to J. W. Esq; And the said I. W. by deed indented under his hand & seal, bearing date the &c, of &c. 5 Car. hath conveyed his estate, interest and term of years in the said premisses, unto the said S. for, during and until all the residue of the time then to come and unexpired of the said several Indentures of Lease granted be fully complete and ended, as by the said conveyances and assurances, relation being thereunto had, it doth & may appear Now this Indenture witnesseth, That the said S. H. for and in consideration of the summe of three hundred and thirty pounds &c. to him and his, at and before the ensealing and delivery of these presents by the said F. H. well and truly paid, whereof the said S. H. doth acknowledge the receipt, and thereof, and of every part and parcel thereof, doth hereby for ever acquit and discharge the said F. H. his executors and assigns, and every of them, hath granted bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said F. H. and M. his Wife, all and singular the said premisses above mentioned, to be by the aforesaid Indentures, or any of them, demised, letten, or granted, or mentioned, meant or intended to be in and by the same demised, letten or granted, with their and every of their appurtenances: And all the Messuages, Houses, Edifices and Buildings now standing, erected and built, and all the said Originall Indentures of Demise, and all mean conveyances and assignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentiond or intended to be granted in or by the said Indentures, or any of them, and all the estate,

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intereſt, right, title, term and terms of years, claim and demand whatſoever, which he the ſaid S. H. now hath yet to come and unexpired of and in the ſaid demiſed premiſſes, or any of them; To have and to hold all and ſingular the ſaid demiſed premiſſes by theſe preſents mentioned or intended to be granted, aſſigned or conveyed; and all the ſaid Original Indentures of demiſe, and all mean conveyances and aſſignments thereof, and all the term of years yet to come and unexpired, of and in the ſaid demiſed premiſſes, or any of them, unto the ſaid F. H. & M. his wife, their executors, adminiſtrators and aſſigns, immediately from and after the making hereof, for and during all the reſidue of the ſaid ſeverall terms of &c. years therein yet to come and unexpired. And the ſaid S. H. for himſelf, his executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid F. H. his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, That he the ſaid S. H. hath not before the day of the date hereof, made, done or committed any act or acts, thing or things, Grant, Leaſe, Eſtate, or Incumbrance whatſoever, whereby, or by reaſon whereof the ſaid Leaſes, Eſtates, and premiſſes before herein aſſigned and ſet over, or any part or parcell thereof, are or ſhall be fruſtrated, avoided, diſturbed, or incumbred: Except one Leaſe made by the ſaid F. H. and S. H. unto R. H. of a meſſuage or Tenement, with the appurtenances, parcell of the premiſſes aforeſaid, now or late in the occupation of I. S. by Indenture dated &c. now laſt paſt for the term of ſixteen years, commencing from the Feaſt &c. at the yearly rent of a Pepper Corn; and except certain Leaſes in the ſaid Deed from the ſaid I. W. mentioned to be excepted ſeverally and reſpectively of ſeverall parts and parcells of the ſaid premiſſes,

before

before the ſaid S. had any eſtate in the premiſſes; or any part thereof, by E. W. to G. W. H. G. and T. K. &c. Upon which Leaſes divers ſeverall Rents are reſpectively reſerved, amounting in the whole to the ſum of ſixty one pounds yearly, or thereabouts: All which Rents ſhall or may be hereaftet payable to the ſaid F. H. and M. his wife, their Executors and Aſſigns, and except all other Leaſes and Eſtates mentioned and excepted in the ſaid Deed, from the ſaid I. W. &c. In witneſſe &c.

An Aſſignment of a Leaſe, reciting divers leaſes, with ſeveral covenants.

THis Indenture made the &c. *Anno Domini* 1633. Between M. F. of &c. and H. E. of &c. of the one part: and I. W. of &c. and R. H. of &c. of the other part: VVhereas the VVardens and Commonalty of the Myſtery of Mercers of the City of London, by their Indenture of Leaſe under their Common Seal, bearing date the etc. day of etc. 1614. in the twelfth year of King James &c. for the conſideration therein expreſſed, did demiſe, grant, bargain and to farm let unto the right honourable T. late Earl of Exeeter deceaſed, all that their Cloſe or parcell of paſture-ground, called or known by the name of etc. containing by eſtimation ten acres, be it more or leſſe, ſcituate, lying and being in &c. which cloſe abutteth upon the weſt etc. on the eaſt upon another lane, then or ſometimes called Stroud lane, leading from the etc. towards the South, upon a plat called or known by the name of the *Covent Garden*; and towards the North upon certain lands called the &c. and a Garden Plat, ſometime in the tenure of VV. R. or his aſſigns: which ſaid Cloſe called O. was ſometime in the tenure of Sir T. C. deceaſed, Father of the

the ſaid Earl, or of his aſſigns, To have and to hold to the ſaid Earl of *Exeter*, his Executors, Adminiſtrators and Aſſignes, the ſaid demiſed Cloſe or parcel of paſture ground, from the feaſt day of &c. laſt paſt, before the date of the ſame Indenture, unto the full end and term of thirty years from thence next enſuing, and fully to be compleat and ended, at and for the yearly rent of ten pounds, payable as in and by the ſame Indenture of Leaſe more at large it doth and may appear. By force whereof the ſaid T. Earl of *Exeter* entred into the premiſſes, and was thereof lawfully poſſeſſed accordingly. And whereas the ſaid T. Earl of E. (being of the premiſſes ſo poſſeſſed, as aforeſaid) by this Indenture bearing date the nine and twentieth of *October*, 1615. and in the &c. year of his ſaid Majeſties reign, for the conſideration therein expreſſed, did grant, aſſign, and ſet over all his eſtate and intereſt in the premiſſes, unto Sir W. S. of &c. Knight, his Executors and Aſſigns, as by the ſame Indenture of Leaſe more at large appeareth: And whereas alſo the ſaid Sir W. B. by his Indenture of Leaſe bearing date the fifteenth day of *February*, *Anno Domini*, 1625. and in the &c. year of his ſaid late Majeſties Reign, for the conſiderations therein expreſſed, did demiſe, grant and to farm-let unto C. *Cundall* of &c. All that piece of Ground, parcell of the ſaid Cloſe or Paſture, called and known by the name of E. *alias*, &c. containing in breadth throughout the whole length, twenty foot of Aſſize &c. or thereabouts, adjoining to &c. Together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid C. his executors and adminiſtrators, and to and for his and their Friends, Servants and Aſſigns, with Horſes, Carts and Carriages, or without, at their wills and pleaſures, in and from the ſaid demiſed premiſſes, at all fit and convenient times, in, by,

and through the ſaid wayes ſet forth, or hereafter to be ſet forth by the ſaid Sir W. S. his executors, adminiſtrators or aſſignes, in or upon the ſame Cloſe. To have and to hold the ſaid parcel of ground, and other the before demiſed premiſſes, with the appurtenances, to the ſaid C. *Cundall*, his executors, adminiſtrators and aſſigns, from &c. next enſuing the date of the ſame Indenture, unto the full end and term of twenty and eight years from thence next enſuing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the ſaid term of eight and twenty years, unto the ſaid Sir W. S. his executors, adminiſtrators and aſſignes, the ſumme of Four hundred pounds of &c. at the feaſt of &c. as in and by the ſame Indenture of Leaſe, amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more at large alſo it doth and may appear. By force whereof the ſaid C. *Cundall* entred into the ſaid parcel of ground, with the appurtenances, and was thereof lawfully poſſeſſed accordingly: The eſtate and intereſt of which ſaid C. *Cundall*, of, in, and to the ſame premiſſes, did afterwards lawfully come to the hands and poſſeſſion of the ſaid I. W. And the ſaid I. W. did erect and ſet up certain Tenements, Sheds and Edifices, in and upon the ſame parcel of ground ſo demiſed, to the ſaid C. *Cundall*, as aforeſaid. And whereas alſo the ſaid Sir W. S. by his Indenture bearing date the &c. laſt paſt, for the conſideration therein expreſſed, did grant, bargain, ſell, aſſign and ſet over all his eſtate, right, title, intereſt, reverſion, claim and demand, of, into and out of the ſaid Cloſe or parcell of paſture-ground, called *Elins field, alias, Long* Acre, with the appurtenances, unto the ſaid H. E. his executors and aſſignes, for and during all the reſt and reſidue of the aforeſaid term of thirty years then to come and unexpired, as in

in and by the ſame Indenture, relation being thereunto had, more at large it doth and may appear; Which aſſignment to the ſaid H. E. was in truſt for the uſe and behoof of the ſaid M. F. his executors, adminiſtrators and aſſignes. Now this Indenture witneſſeth, that the ſaid M. F. and H. E. for and in conſideration of the ſum of &c. to the ſaid M.F. by the ſaid I. W. at and before the enſealing and delivery of theſe preſents, well and truly paid, the receipt whereof the ſaid M. F. doth hereby acknowledge, and thereof, and of every part and parcell thereof, doth clearly acquit, exonerate and diſcharge the ſaid I. W. his executors, adminiſtrators and aſſignes, and every of them; Have granted, bargained, aliened, ſold, aſſigned and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſſign and ſet over unto the ſaid R. H. by and with the conſent and direction of the ſaid I. W. all that their and every of their reverſion and reveſions of and in the ſaid parcell of ground, demiſed by the ſaid Sir W. S. to the ſaid C. *Cundall*, as aforeſaid, and of and in all Houſes, Edifices and Buildings, erected, ſtanding or being in or upon the ſame parcell of grounnd, or any part thereof, and the ſaid yearly rent of four pounds reſerved due and payable for the ſame premiſſes, and all other rents, iſſues and profits of the ſaid premiſſes, and alſo all the eſtate, right, title, intereſt, property, reverſion, claim and demand whatſoever, which they the ſaid M.F. and H. E. or either of them, now have, or hath, or may, might, or ought to have, claim and demand, of, into, or out of the ſaid parcel of Ground, Houſes, Edifices, and Buildings aforeſaid, or any of them, or of, into, or out of any part or parcell thereof: Together alſo with the Counterpart of the ſaid Leaſe, made by the ſaid Sir W.S. to the ſaid C. *Cundall*, as aforeſaid, To have and to hold the ſaid parcel of

Ground, Houſes, Edifices, Buildings, Reverſions, Rents, and all other the premiſſes before in and by theſe preſents granted, bargained, ſold, aſſigned or ſet over, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid R. H. his executors, adminiſtrators and aſſigns, from henceforth, for & during all the reſt and reſidue of the foreſaid 30 years yet to come and unexpired. And the ſaid M. F. for himſelf, his executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid R H. his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents in manner and form following: that is to ſay, that it ſhall and may be lawfull to and for the ſaid R. H. his executors, adminiſtrators and aſſigns, and every of them, from time to time, and at all times hereafter, for and during the reſt and reſidue of the ſaid term of 30 years yet to come & unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid parcell of Ground, Houſes, Edifices and Buildings, And the rents, iſſues and profits thereof, ſhall or may have, receive, take and convert to his and their own proper uſe and behoof, without the lawfull let, ſute, trouble, eviction, diſturbance or interruption of them the ſaid M F. or H. E. or any of them, their or any of their executors, adminiſtrators or aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully having or claiming, or which ſhall lawfully have or claim any lawful eſtate, right, title or intereſt, of, in, to or out of the ſaid premiſſes, or any part thereof, by, from, or under them or either of them, or by reaſon of their act or acts, right, title, means or procurement, other than ſuch as ſhall claim by force of the ſaid Leaſe made to the ſaid C. *Cundall*, and alſo free and clear, and freely and clearly acquitted, exonerated and diſcharged by the ſaid M. F.

his

his executors or adminiſtrators, or ſome or one of them, from time to time, and at all times, during the reſidue of the ſaid term of 30 years yet to come and unexpired, and well and ſufficiently ſaved and kept harmleſs, of, for, from, touching and concerning the ſaid yearly rent of ten pounds, reſerved upon the ſaid original Leaſe, and by and from the ſaid Wardens and Communalty of the Myſtery of Mercers, to the ſaid Earl of *Exeter*, as aforeſaid; as alſo free of all incumbrances, had, made, committed, ſuffered or done by them the ſaid M. F. and H. E. and either of them, their executors or adminiſtrators, or any of them, by their or any of their act or acts, default, means or procurement. And the ſaid H. E. for himſelf, his executors, adminiſtrators and aſſigns doth covenant and grant, to and with the ſaid &c. his executors &c. and to and with every of them by theſe preſents, That it ſhall and may be lawfull to and for the ſaid R. H. his executors, adminiſtrators and aſſigns, and every of them, from time to time, and at all times hereafter, for and during the reſt and reſidue of the ſaid term of 30 years yet to come and unexpird, peacably and quietly to have, hold, uſe, occupy, poſſeſs and enioy the ſaid parcel of ground, houſes, edifices, buildings, rents, reverſions, and all other the premiſſes, before, in and by theſe preſents granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, with their and every of their appurtenances, without the let, ſuit, trouble, eviction, diſturbance or interruption of him the ſaid H. E. his executors, adminiſtrators or aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming, or which ſhall or may lawfully claim, by, from or under him, them or any of them; or by, from or under, or by reaſon of his, their or any of their act or acts, right, title, intereſt, means or procurement. In witneſs &c.

A Leaſe of divers Lands &c. with a covenant to pay Heriots upon deaths &c. with many other ſubſtantiall covenants.

THis Indenture made the &c. Between Sir H. *Oniel* of &c. Knight, of the one part, and G. R. of &c. Gentleman, of the other part, Witneſſeth, That the ſaid Sir H. O. as well for and in conſideration of a certain ſum of money to him in hand paid, as alſo for divers other good cauſes and conſiderations him thereunto moving, hath demiſed, granted, bargained, ſold, and to farm letten, and by theſe preſents doth demiſe, grant, bargain, ſell, and to farm let unto the ſaid G. R. all thoſe four Towns or Town-lands, commonly called or known, or reputed to be known by the ſeveral name of C. K. E. F. &c. ſituate and being within the Manor of &c. in the County of &c. according as the ſame are bounded, meeted and butted, by and with the antient meets and bounds thereof, and as the ſaid Towns or Town ſhips, and every or any of them, have been enjoied by the ſaid Sir H O. or any other his Farmors, Leſſees or under-tenants, and now or late in the reſpective tenures, poſſeſſions or occupations of the ſaid Sir H. O. or the under-tenants, Farmors, Leſſees or Aſſigns of him the ſaid Sir H O: Together with all and all manner of houſes, edifices, buildings, orchards, gardens, yards, lands meadows, paſtures, ways, waters, water-courſes, commons, profits, eaſments, commodities, emoluments and hereditaments whatſoever, to the ſaid four Towns, or Town-lands, them or any of them belonging, or in any wiſe appertaining, or with them or any of them, uſed, occupyed or enioyed: And all rents, and yearly profits, and other duties and ſervi-

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ces reſerved or payable upon or by reaſon of any Leaſe or Leaſes, demiſes or Grants heretofore to any perſon or perſons, covenanted or made of the premiſſes, or of any part or parcell thereof; and the Reverſion and Reverſions of the ſaid four Towns or Town-lands, and every of them, and of all and every the before demiſed premiſſes, depending or expectant, or remaining upon any Demiſes, Leaſes or Grants now in being, or in any time pretended to be, of the ſaid premiſſes, or any part thereof, for term of life or lives, or for term of years, or otherwiſe howſoever. Except and alwaies reſerved out of this preſent demiſe and grant of the ſaid demiſed premiſſes, unto the ſaid Sir H.O. his heirs and aſſigns, all timber-trees, woods and under-woods, now growing, ſtanding or being, or hereafter to grow, ſtand or be in or upon the ſaid Towns or Town-lands, or in or upon any part or parcel thereof: together with all felons goods, waifs, eſtraies, mines, minerals, privileges, royalties & Franchiſes whatſoever, to the ſaid Towns or Town-lands, or any of them belonging, or in any wiſe appertaining: And together alſo with free ingreſs, egreſs and regreſs, for taking, having, digging, receiving, felling, rooting and carrying away the ſaid timber-trees, woods and under-woods, or the Royalties, Privileges and freedoms aforeſaid. To have and to hold the ſaid Towns and Town-lands before mentioned, and all other the premiſſes, before in or by theſe preſents demiſed and granted, bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, and the reverſion and reverſions, rents and yearly profits of the ſame, and of every part and parcel thereof, unto the ſaid G. R. his executors, adminiſtrators and aſſigns, from the Feaſt day of *All Saints* laſt paſt, before the date of theſe

preſents unto the full end and term of ninety and nine years from thenceforth next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, and for every year during the ſaid term, unto the ſaid Sir H. O. his heirs and aſſigns, the yearly rent or ſum of &c. of current money of *England*, at the Feaſts of *Philip* and *Jacob*, and *All Saints*, by even and equal portions, or within one and twenty d aies next after any of the ſaid Feaſts, and if it ſhall hapen the ſaid yearly rent to be behind and unpaid in part or in all, contrary to the reſervation aforeſaid, and no ſufficient diſtreſs can or may be found and taken in and upon the ſaid demiſed premiſſes, (A demand thereof being by the ſaid Sir H. O. his heirs or aſſigns firſt made) That then, and from thenceforth, it ſhall and may be lawful to and for the ſaid Sir H. O. his heirs or aſſigns, or any of them, into the ſaid 4 Towns or Town-lands, and all and ſingular the aforeſaid demiſed premiſſes, with the appurtenances, or into any part or parcel thereof, in the name of the whole to re-enter, and the ſame to claim, have again, enioy and repoſſeſs, as in his and their firſt and former eſtate s, any thing in theſe preſent Indentures contain d to the contrary in any wiſe notwithſtanding. And the ſaid G.R. for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid Sir H. O. his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, in manner and form following: that is to ſay, that he the ſaid G.R. his executors &c. ſhal and wil within the ſpace of 10 years next enſuing the date of theſe preſents, at his and their own proper coſts & charges, erect, new build and ſet up in and upon ſome

A Covenant for new building 3 Meſſuages on the demiſed premiſſes.

convenient part of the premiſſes by theſe preſents demiſed, 3 Meſſuages, Tenements or Houſes fit and convenient for habitation, to be ſo erected of timber, ſtone or brick, according to the moſt uſual manner of building now uſed within the Realm of England; & the ſame being thus built, ſhall from time to time, and at all times during the aforeſaid term of &c. years, keep and well maintain in good repair: And ſhall and will likewiſe from time to time, during the ſaid Term, well & ſufficiently repair, amend, maintain, and keep all the houſes, edifices, hedges, ditches, Fences and encloſures in and about the ſaid demiſed premiſſes, or any part thereof, in good and ſufficient reparations, and the ſaid demiſed premiſſes, & every part therof, being ſo well and ſufficiently repaired, maintained, hedged, fenced, ditched and amended, in the end of the ſaid Term ſhall and will quietly leave and yield up unto the ſaid Sir H. O. his executors, adminiſtrators and aſſigns. And that the ſaid G. R. his executors, adminiſtrators and aſſigns, & his and their under-tenants, ſhall and will from time to time, during the ſaid term, grind all their ſeveral kind of grain whatſoever, that they or any of them ſhall expend in and upon the demiſed premiſſes, or any part thereof, at the Mill or Mills of him the ſaid H. O. And the ſaid G. R. for himſelf, his executors, adminiſtrators and aſſigns, & for every of them, doth further covenant, promiſe and grant to and with the ſaid Sir H. O. his executors, and aſſigns, and to and with every of them, by theſe preſents, That he the ſaid G. R. his executors, adminiſtrators or aſſigns, ſhall or will well and truly pay or cauſe to be paid unto the ſaid Sir H. O. his heirs or aſſigns, ſuch ſeveral and reſpective Heriots for the ſaid demiſed premiſſes as are hereafter in theſe preſents mentioned and

a Covenant to pay Heriots.

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expreſſed: that is to ſay, upon the death of the ſaid G. R. his executors or adminiſtrators dying Tenant in poſſeſſion of the ſaid premiſſes or any part thereof, his or their beſt beaſt in the name of one Heriot: And upon the deceaſe of every of his or their Leaſſee, Farmour or under Tenant of the ſaid premiſſes, or any part thereof, one half of the value of the price of his or their beſt Beaſt, in full liew and ſatisfaction for the whole Heriot. And the ſaid H. O. for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid G. R. his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that it ſhall and may be lawfull to and for the ſaid G. R. his executors, adminiſtrators and aſſigns, and his and their Leaſſees, Farmors, and under tenants, from time to time, and at all times hereafter during the ſaid Term, to have and take, in and upon the ſaid demiſed premiſſes, competent and ſufficient houſe boot, plough-boot, cart-boot, hedge boot, and fire-boot to be ſpent, expended and imployed, in, about, and upon the ſame premiſſes, and not elſewhere. And the ſaid Sir H. O. for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth further covenant, promiſe aud grant to and with the ſaid G. R. his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents in manner and form following: That is to ſay, that the ſaid Sir H. O. is and ſtandeth lawfully ſeized of and in the ſaid four Towns, Town-lands or Town-ſhips before mentioned in theſe preſents; and of and in all other the demiſed premiſſes, with their appurtenances, of ſuch good, perfect and lawfull eſtate of inheritance in Fee-ſimple, as that he the ſaid Sir H. O. hath in himſelf, good right, full power and lawfull authority hereby to demiſe, grant, bargain, ſell and to

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farm-let the ſaid four Towns or Town-lands before mentioned, and all other the premiſſes aforeſaid, with their and every of their appurtenances, unto the ſaid G. R. his executors, adminiſtrators and aſſigns, for ſuch term of years, and in ſuch manner and form, as is herein before mentioned and expreſſed: And for the further and better ſecuring and confirming of the ſaid four Towns or Town-lands, and other the premiſſes with the appurtenances, unto the ſaid G.R. his executors, adminiſtrators and aſſigns, for and during the term aforeſaid, and in manner and form as is aforeſaid, according to the true intent and meaning of theſe preſents, The ſaid Sir H. O. for himſelf, his executors, adminiſtrators and aſſigns, and every of them, doth covenant and grant to and with the ſaid G.R. his executors, adminiſtrators and aſſigns, and every of them by theſe preſents, that the ſaid G. R. his executors, adminiſtrators and aſſigns, and every of them, ſhall, or lawfully may, from time to time, and at all times hereafter, during the ſaid Term by theſe preſents granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy well and truly the ſaid four Towns or Town-lands without any moleſtation or hinderance wrought by the ſaid Sir H. O. or any claiming by, from or under him; and alſo ſhall and may take, receive and perceive all rents, and all other profits of the ſaid four Towns or Town-lands, and all other the premiſſes before, in or by theſe preſents granted, bargained, ſold, and to farm-letten, or mentioned, agreed or intended to be hereby granted, bargained, ſold and to farm letten, and every part and parcel thereof, with their and every of their appurtenances, under the rents, covenants and agreements in theſe preſents reſerved, mentioned and contained, without the lawfull let, ſute, trouble, eviction, moleſtation, or interruption

ruption of the ſaid Sir H.O. and the Lady M. his wife, and of the heirs or aſſigns of the ſaid Sir H O or any of them, or of any other perſon or perſons whatſoever, lawfully claiming, or which ſhall claim, by, from, or under him,her,them or any of them, free and clear, and freely and clearly acquitted, exonerated and diſcharged, or well and ſufficiently ſaved and kept harmleſs, of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Eſtates for years, Statutes Merchant, and of the Staple Recognizances, Judgements, Executions, Annuities, Rents, Charges, Rents ſeck, and all other charges, titles, trouble and incumbrances whatſoever, heretofore had, made, committed, ſuffered, done or aſſented unto by the ſaid Sir H. O. (except the yearly rent herein reſerved) In witneſs &c.

A Jointure with divers Limitations &c. with a Proviſo for Revocation.

THis Indenture made the &c. between V. W. of &c. Eſq; and F his wife, formerly the wife of G. A. Eſq; deceaſed, of the one part, And A. B. of &c. Eſq; I. P. of &c. Gent. and I. G. of &c. Merchant, on the other part, Witneſſeth, that the ſaid V. W. as well for and in conſideration of a mariage heretofore had and ſolemnized by and between the ſaid V. W. and the ſaid F. his now wife, and for ſettling of a competent Iointure for the ſaid F. if ſhe ſhall happen to ſurvive the ſaid V. W. and for the ſettling, aſſuring and conveying of all and ſingular the Mannors, Lands, Tenements and Hereditaments, hereafter in theſe preſents mentioned, with their and every of their appurtenances, in the name and blood of the ſaid V. W. for ſo long time

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as it ſhall pleaſe Almighty God, and to the ſeverall uſes, intents and purpoſes, and in ſuch manner and form as hereafter in and by theſe preſents is expreſſed, mentioned and declared, according to, and in purſute of a certain agreement made between the ſaid V. W. and F. before their ſaid inter marriage, And alſo for divers other good and valuable conſiderations him thereunto eſpecially moving, Hath granted aliened, infeoffed, releaſed and confirmed, and by theſe preſents doth grant, alien, infeoff, releaſe and confirm unto the ſaid A. B. I. P. and I. G. their heirs and aſſigns, all that the Mannour of S. M. with all and ſingular the rights, members and appurtenances whatſoever thereunto belonging, or in any wiſe appertaining, ſituate and being in the ſaid County of H. And alſo all and ſingular the Meſſuages, Lands, Tenements, Toſts, Croſts, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Mills, Orchards, Gardens, Meadows, Leaſoes, Paſtures, Cloſes, Feedings, Parks, Warrens, Commons, Waters, Fiſhings, Ponds, Pools, Moors, Mariſhes, Woods, Under-woods, Furzes, Heaths, Waſts, Rents, Reverſions, Services, Views of Frank, Pledges, Courts, Barons, Perquiſites, and profits of Leets and Courts, Waiſes, Eſtraies, Felons Goods, Goods of Fugitives and Out-laws, Tithes, Oblations, Obventions, Royalties, Privileges, Juriſdictions, Preheminences and hereditaments whatſoever of him the ſaid V. W. ſituate, lying and being, renewing, growing, or comming in S. M. aforeſaid, or elſewhere in the ſaid County of H. And alſo all that the Advowſon, Donation, Nomination, Preſentation, free Diſpoſition, and right of Patronage of the Pariſh Church of S. M. aforeſaid: And all and every the Profits, Commodities, Emoluments, and other Hereditaments whatſoever, with all and ſingular the appurtenances of him the ſaid V. W. ſituate, lying

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and being, comming, growing, ariſing, and renewing within the Town, Fields, Pariſh, Hamlets and Territories of S. M. aforeſaid, or elſewhere within the ſaid County of H. and all the eſtate, right, title, intereſt, property, claim and demand whatſoever of him the ſaid V. W. of, in and to the ſame Mannor, Meſſuages, Tenements, Hereditaments, and other the premiſſes, and every part and parcell thereof, and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reſerved, due and payable, or any part thereof. All which premiſſes were by the ſaid V. W. bargained and leaſed to the ſaid A. B. I. P. and I. G. their Executors and Aſſigns, by Indeuture bearing date &c. for the term of three moneths next enſuing the making of the ſaid Indenture, as in and by the ſame Indenture, reference being thereunto had, may more fully and at large appear. To have and to hold the ſaid Mannor of S. M. with the appurtenances, and all and ſingular the ſaid Meſſuages, Toſts, Crofts, Lands, Tenements, and the ſaid Advowſon and right of Patronage of the Pariſh Church of S. M. aforeſaid, and every the profits and emoluments thereby ariſing and renewing, and all and ſingular other the premiſſes hereby conveyed and aſſured, or meant, mentioned or intended to be by theſe preſents conveyed and aſſured, with their and every of their rights, members and appurtenances, and the reverſion and reverſions, remainder and remainders, thereof, and of every part thereof, unto the ſaid A. B. I. P. and I. G. and their heirs and aſſigns, to the ſeveral uſes, intents and purpoſes, and upon the truſt and confidence, and under the ſeverall proviſions, conditions and limitations hereafter, in and by theſe preſents expreſſed, limitted and declared, and to and for none other uſe, intent or purpoſe whatſoever:

(That

(That is to ſay) as for and concerning all the Farm, Meſſuage or Tenement commonly called or known by the name of *Cauſin* Farm, and all and every the Houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards and Lands, arable, Meadow and Paſture, containing by eſtimation one hundred acres, be the ſame more or leſs, to the ſaid Meſſuage, Farm or Tenement belonging, or in any wiſe appertaining, with the appurtenances, ſituate lying and being in S. M. aforeſaid, and now or late in the poſſeſſion or occupation of the ſaid A. B or his Aſſigns: And all the Farm, Meſſuage or Tenement in S. M. aforeſaid; together with all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, arable Lands, containing by eſtimation ſixty acres, be the ſame more or leſs, and all Cloſes, Meadows, Paſtures and Hereditaments to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, with the appurtenances, now or late in the tenure or occupation of the ſaid A. B. or his aſſignes: And alſo all that Meſſuage or Tenement, Houſes, Buildings, Barns, Stables, Orchards, Gardens, arable Lands, containing by eſtimation a hundred acres, be the ſame more or leſs, Cloſes, Meadows, Paſtures, Lands, Tenements and Hereditaments to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, ſituate, lying and being in S M. aforeſaid, with the appurtenances, heretofore in the tenure or occupation of C. D. and now or late in the tenure or occupation of T. W. or his aſſigns; and all thoſe arable Lands, containing by eſtimation thirty acres, be the ſame more or leſſe, and all thoſe Cloſes, Meadows, Paſtures, Lands, Tenements and Hereditaments, with their and every of their appurtenances, ſituate and being in S M. aforeſaid, now or late in the occupation of &c. or his aſſignes; and alſo all thoſe twenty acres of arable

rable Land; Meadow or Paſture in S. M. aforeſaid, now or late in the tenure or occupation of W. H. or his Aſſigns: Together with all and ſingular Wayes, Eaſments, Commons, Common of Paſture, Profits, and Commodities whatſoever to the ſaid premiſſes, or any part thereof, belonging or appertaining, or therewith uſed or enjoyed, or accepted, reputed or taken as part, parcell or member thereof, with their and every of their appurtenances, To the uſe and behoof of the ſaid V. W. for and during the term of his naturall life, without impeachment of, or for any manner of ſtrip or waſte; And from and after his deceaſe, to the uſe and behoof of the ſaid F. for and during the term of her naturall life, for her joynture, and in lieu and recompence of her Dower and title of Dower, and from and after the ſeverall deceaſes of them the ſaid V. W. and F. his Wife, then to the uſe and behoof of the firſt Son of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten, and of the heirs males of the body of ſuch firſt Son lawfully to be begotten: and for default of ſuch iſſue, then to the uſe and behoof of the ſecond Son of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten or to be begotten, and of the heirs males of the body of ſuch ſecond Son lawfully to be begotten: and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, nineth, tenth, and every other Son on the body of the ſaid F. lawfully begotten, or to be begotten, and of the heirs males of the body of every ſuch to be begotten Sonne lawfully to be begotten, the eldeſt Son, and the heirs males of his body being alwayes preferred before the younger Son, and the heirs males of his body, according to the ſeniority and priority of birth and age, and for default of ſuch iſſue, then as for and concern-

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ning all and ſingular the premiſſes hereby limitted and appointed to and for the Iointure and livelyhood of the ſaid F. with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, to the uſe and behoof of the ſaid A. B. I. P. and I. G. and their Aſſigns, for and during the term of their natural lives, and the life of the longeſt liver of them; and from and after their deceaſe, and the deceaſe of the ſurvivor of them, to the uſe and behoof of the Executors, Adminiſtrators and Aſſigns of the Survivor or Survivors of them the ſaid A. B. I. P. and I. G. for and during, and unto the full end and term of ſixty years from thence next enſuing, and fully to be compleat and ended, upon truſt and confidence, and to the uſes, intents and purpoſes hereafter in and by theſe preſents limitted, expreſſed and declared: (That is to ſay) from and after the deceaſe of them the ſaid A. B. I. P. and I. G. and of the Survivor of them, and from and after the end, expiration and other determination of the ſaid Term of threeſcore years, as aforeſaid, then as for and concerning the reverſion and reverſions, remainder and remainders of the ſaid Meſſuage, Lands, Tenements and Premiſſes ſo limitted, for lives and years aforeſaid, And as for and concerning all that the Mannor of S. M. aforeſaid, Mannor-houſe or Capital Meſſuage, and all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements and Hereditaments, commonly called or known by the name of the Demeaſn Lands of the Mannor of S. M. aforeſaid, ſituate, lying and being, encloſed and environed with a ring hedge, near about the ſaid Capitall Meſſuage, and for and concerning all other the Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements

and Hereditaments, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders thereof, whereof no eſtate, uſe or uſes, is or are herein formerly limitted and declared: To the uſe and behoof of the ſaid V. W. and his aſſignes, for and during the term of his Naturall life, without any impeachment of or for any manner of ſtrip or waſte; and from and after his deceaſe, to the uſe and behoof of ſuch perſon and perſons, for ſuch eſtate and eſtates, and for ſuch uſe and uſes, and in ſuch ſort, manner and form, as the ſaid V. W. by any his Deed or Deeds in writing, indented, ſealed, delivered and executed in the preſence of three credible Witneſſes at the leaſt, ſhall declare, limit and appoint, and until ſuch declaration, limitation or appointment, then to the uſe and behoof of G. W. eldeſt ſon of the body of the ſaid U. W. and of the heirs males of the body of the ſaid G. W. lawfully begotten, or to be begotten; and for default of ſuch iſſue, then to the uſe and behoof of R. W. ſecond ſon of the body of the ſaid U. W. begotten, and of the heirs males of the body of the ſaid R. W. lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, nineth, tenth and every other Son of the body of the ſaid U. W. lawfully begotten or to be begotten, & of the heirs males of the body of every ſuch to be begotten Son, lawfully begotten; the elder ſon and the heirs males of his body to take place, and be preferred according to their ſeniority and priority of birth and age; and for default of ſuch iſſue, to the uſe and behoof of the heirs of the ſaid U. W. lawfully begotten or to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid U. W. for ever. And the true intent and meaning of theſe preſents, and of all the parties therunto upon the execu-

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tion of theſe preſents is, and the ſpecial truſt and confidence in them the ſaid A. B. I. P. and I. G. their executors, adminiſtrators and aſſigns hereby repoſed, is herby declared and agreed to be, That if in caſe the ſaid V. W. ſhall depart this life, having no iſſue male of his body upon the body of the ſaid F. lawfully begotten, or without leaving the ſaid F. with child of a Son, who hereafter ſhall be born alive; and having at the time of his deceaſe, one, two or more Daughters of his body on the body of the ſaid F. lawfully begotten, then living; or if there be one onely Daughter, if ſhe be not preferred in marriage with eight thouſand pound portion; or if there be two ſuch Daughters, and if they be not ſeverally preferred in marriage with one thouſand pound a piece; or if there be three ſuch Daughters, if they be not preferred in marriage, with portions of one thouſand marks a-piece, as is hereafter mentioned; or if the ſaid V. W. leaving the ſaid F. with child of one or more daughter or daughters, who ſhall after be born alive; that then the ſaid A. B. I. P. and I. G. the ſurvivor and ſurvivors of them, his and their executors, adminiſtrators and aſſigns, out of the rents, iſſues and profits of the ſaid Meſſuages, Cottages, Gloſes, Paſtures, Meadows, Tenements, Hereditaments and other the premiſſes with the appurtenances ſo to them limitted and appointed for lives and years as aforeſaid, ſhall raiſe and levy as ſoon as conveniently may be for the portion of ſuch daughter, if there be but one, the ſum of two thouſand pound of lawfull &c. to be paid to ſuch onely daughter, her executors, and Aſſigns, at her age of eighteen years, or day of marriage, which ſhall firſt happen, or as ſoon as the ſaid ſumm of two thouſand pounds can be raiſed: And if there ſhall be two ſuch daughrers, the ſum of one thouſand pound a piece; Or if there be three daughters,

then for the portions of the three daughters, the ſum of one thouſand marks a piece of current &c. to be paid to them, their Executors and Aſſigns, ſeverally and reſpectively, at their ſeverall and reſpective ages of eighteen years, or daies of marriage, which ſhall firſt happen, or as ſoon as the ſame can be conveniently raiſed: And upon this further truſt and confidence, and to the intent and purpoſe, that if it ſhall happen the ſaid V. W. dy, leaving one onely daughter, or two or three daughters of his body on the body of the ſaid F. begotten, then living, or afterwards to be born as aforeſaid; And that the ſaid only daughter ſhall happen to depart this life before ſhe accompliſh her age of eighteen years, or day of marriage, or if there fortune be two or more daughters, then if both or all the ſaid daughters dy or depart this life before either or any of them accompliſh their ſeveral ages of eighteen years, or be married, as aforeſaid, then the ſaid ſeveral ſums of money intended for the portions and advancements of ſuch daughter or daughters, as aforeſaid, or ſo much thereof as ſhall be raiſed or levied out of the rents, iſſues and profits of all or any the premiſſes (all charges and expences being defrayed, wherein full and liberal allowance ſhall be made and given) ſhall be ſatisfyd and paid to ſuch perſon or perſons as the ſaid V. W. his heirs or aſſigns by any writing under his or their hand, ſubſcribed in the preſence of two or more credible Witneſſes, ſhall limit and appoint. And in default of ſuch limitation and appointment to the executors or Adminiſtraters of the ſaid V. W. and his heirs: And upon this further truſt and confidence, and to the intent and purpoſe that the ſaid A. B. I. P. and I. G. and the ſurvivors and ſurvivor of them, his and their executors and aſſigns, ſhall out of the rents, iſſues and profits of the ſaid Meſſuages, Cottages, Lands, Tene-

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ments, Hereditaments and premiſſes ſo to them limited for raiſing of portions, as aforeſaid, with their and every of their appurtenances, levy and pay, or cauſe to be leavyed and paid to and for the maintenance of ſuch daughter or daughters, as aforeſaid, if there be but one onely daughter, the ſum of 50l. *per annum*, and if there be two or three daughters, the ſum of 30l. *per annum* a piece, until ſuch daughter or daughters reſpectively ſhall attain to her or their age of eighteen years, or ſhall be married, and her or their portions paid as aforeſaid. Provided alwaies, that it is the true intent and meaning of all the ſaid parties to theſe preſents, That if the ſaid V. W. ſhall happen to depart this life without any iſſue female of his body upon the body of the ſaid F. begotten, or without leaving the ſaid F. with child of one or more daughters that ſhall be after born alive, That then the eſtate and eſtates ſo limited, as aforeſaid, to the ſaid A. B. I. P. and I. G for their lives; and after their deceaſes, to their Executors and adminiſtrators for ſixty years, ſhall ceaſe, determine and be utterly void. Provided alſo, that from and immediately after ſuch time as the aforeſaid A. B. I. P. and I. G. their Executors or Aſſigns, ſhall or might have limited and raiſed the ſaid ſeverall ſums for portions, and preſent maintenance of ſuch daughter and daughters as aforeſaid, that the ſaid eſtate for lives and years limited to them in truſt as aforeſaid, ſhall ceaſe, determine, and be utterly void; and the ſaid Meſſuages, Cottages, Lands and Tenements, and all and ſingular other the premiſſes, ſo to them limited as aforeſaid in truſt, ſhall immediately go and be to ſuch perſon or perſons to whom the reverſions or remainder of the ſaid Meſſuages, Lands and premiſſes ſhall belong and appertain. And the ſaid V. W. for himſelf, his heirs, executors, adminiſtrators and aſſigns,

and every of them, doth covenant, grant and agree to and with the ſaid A. B. I.P. and I. G. their heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that the ſaid Meſſuages, Cottages, Cloſes, Meadows, Paſtures, Tenements and Hereditaments, & all and ſingular other the premiſſes, before by theſe preſents ſo reſpectively limited and appointed for the Iointure of the ſaid F. now are, and ſo from time to time, and at all times hereafter, for and notwithſtanding any act of default of the ſaid V.W. his heirs and aſſigns, or any of them, ſhall remain, continue, and be to the ſaid F. and her aſſigns, of the clear yearly value of &c. over and above all charges and reprizes. Provided alwaies, and upon this further condition, and to the further uſe, intent and purpoſe, That if the ſaid V. W. happen to depart this life, leaving a Son of his body on the body of the ſaid F. lawfully begotten, and the ſaid F. do him ſurvive, and afterwards to intermarry with any perſon or perſons whatſoever, that then, from and immediately after the ſaid mariage as for and concerning one full fifth part, in five parts to be divided, of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, with the appurtenances, to and for the Iointure of the ſaid F. aforeſaid, that the uſe and uſes, eſtate and eſtates thereof limitted to the ſaid F. ſhall ceaſe, determine and be utterly void, and that from thenceforth they the ſaid A. B. I.P. and I. G. and the ſurvivors and ſurvivor of them, his and their heirs and aſſigns, ſhall ſtand and be ſeized of the ful fifth part of the ſaid Meſſuages, Lands, and premiſſes, from and immediately after the intermarriage of the ſaid F. to the uſe and behoof of the ſaid Sonne of V.W. on the body of the ſaid F. begotten, for and during the term of the naturall

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life of the ſaid F. for her maintenance; any thing herein contained to the contrary in any wiſe notwithſtanding. Provided alſo, and upon this condition, and ſo it is covenanted, granted, declared and agreed by and between all and every of the ſaid parties to theſe preſents, and their heirs and aſſigns reſpectively, and it is the true intent and meaning of theſe preſents, That it ſhall and may be lawfull to and for the ſaid V. W. at any time hereafter during his naturall life, from time to time, by one or more Indenture or Indentures under his hand and ſeal, to leaſe, demiſe, ſet and to farm-let, all and every, or any of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the appurtenances, which have been uſually ſet and to farm-letten, unto any perſon or perſons whatſoever, for the term of three lives, or for any number of years determinable upon one, two or three lives, or for the term of one and twenty years, or over or under, in poſſeſſion and not in reverſion, ſo as upon every ſuch Leaſe and Demiſe, the antient and accuſtomed rent, or more, or the rent, or the rents now payable or paid, or more (over and beſides duties, heriots and ſervices due and accuſtomed) be thereupon reſerved, and ſo as ſuch rents, duties, heriots and ſervices upon ſuch Leaſe and Leaſes, ſeverally reſerved, ſhall and may be, and continue due and payable unto him, her or them reſpectively and ſucceſſively, unto whom the reverſion and reverſions, and remainder thereof, is hereby limitted and appointed as aforeſaid. Provided alſo, and upon this further condition, and ſo it is covenanted and agreed by and between all and every the parties to theſe preſents, that if at any time from and after the death of the ſaid V. W. the ſaid G. W. Son and heir of the ſaid V. W. or ſuch other perſon or perſons as ſhall be heirs at law of the ſaid V. W.

ſhall and do well and truly ſatisfy and pay, or cauſe to be ſatisfyed and paid unto the ſaid A. B. I. P. and I. G. and to the Survivor and Survivors of them, his and their Heirs, Executors, Adminiſtrators and Aſſigns, if H. A. Son of the ſaid F. be then living, the ſum of four thouſand and five hundred pounds of current &c. And if the ſaid H. A. be dead, the ſum of five thouſand pounds of like current money, at or in the &c. To the end, that thereby the ſaid A. B. I P. and I. G. their Heirs, Executors, Adminiſtrators and Aſſigns, may be thereby enabled to purchaſe Lands, and Tenements, of the value of &c. or may imploy and diſpoſe of the ſame for the uſe, benefit and advantage of the iſſue of the body of the ſaid F. lawfully begotten or to be begotten: or if the ſaid V. W. or the ſaid Heir at law as aforeſaid, or any of them, ſhall at their own proper coſts and charges, ſettle, convey and aſſure, or cauſe and procure to be conveyed and aſſured, other Lands, Tenements and Hereditaments, which ſhall be of the clear yearly value of two hundred and fifty pounds *per annum*, above all charges and reprizes, unto the ſaid A. B. *I. P.* and I. G. their heirs and aſſigns, and to the Survivors and Survivor of them, his and their heirs, executors, adminiſtrators and aſſigns, to the like ſeveral uſes, intents and purpoſes, and upon the like truſts and confidences, and under the like conditions, proviſoes, powers and limitations as are hereby formerly limitted and appointed, Excepting onely the ſaid Meſſuage, Lands and Tenements herein and hereby limitted to and for the Iointure of the ſaid F. That then and immediately from and after ſuch payment or ſettlement, as aforeſaid, the ſeverall uſes and eſtates herein and hereby limitted (other than the eſtate for life limitted to the ſaid F. as aforeſaid) of, for or concerning the ſaid Land and premiſſes, for the uſe and benefit of

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the iſſue of the body of the ſaid V. W. on the body of the ſaid F. lawfuly begotten or to be begotten, and every or them, ſhall ceaſe, determine, and be utterly void. And the ſaid U. W. for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, grant and agree to and with the ſaid A. B I. P. and I. G. their heirs and aſſignes, and to and with every of them by theſe preſents; That for or notwithſtanding any act or thing whatſoever heretofore done or ſuffered by the ſaid U. W. his Heirs or Aſſignes, or hereafter by him, them, or any of them, to be done or ſuffered to the contrary, the ſaid U. W. now is, and ſo at the time when the firſt eſtate of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and premiſſes, and every part and parcell thereof, ſhall be conveyed and aſſured to the ſaid A. B. I. P. and I. G. their Heirs and Aſſignes, to the uſes aforeſaid, ſhall ſtand and be ſeized thereof, of a good, perfect, abſolute and indefezible eſtate of inheritance in fee-ſimple, or fee-tail, without any reverſion or remainder in the Crown, or without any Covenant or uſe to alter, change or determine the ſame. And alſo that he the ſaid U. W. for and notwithſtanding any act or thing whatſoever heretofore done or ſuffered to the contrary, as aforeſaid, hath, and ſo at the time of the execution of the ſaid firſt eſtate of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and premiſſes, and every part and parcell thereof, with their and every of their appurtenances, to the ſaid A. B. I. P. and I. G. their Heirs and Aſſignes, ſhall have full power, good right, and lawful authority, to grant, convey and aſſure the ſaid Mannors, Meſſuages, Lands, Advowſons, Tenements and premiſſes, with their and every of their appurtenances, to the ſaid A. B. I. P. and I. G. their Heirs and Aſſignes, to the uſe, intents and purpoſes aforeſaid, according to the true intent

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and meaning of theſe preſents. And the ſaid V. W. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe, grant and agree to and with the ſaid A. B. I. P. and I. G. and their Heirs and Aſſignes, and to and with every of them by theſe preſents, That the ſaid V. W. and his Heirs, ſhall and will from time to time, and at all times hereafter, during and within the &c. years next enſuing the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid V. W. his heirs or aſſigns, or any of them, do, make, acknowledge, levy, execute and ſuffer, or cauſe to be made, done, levied, acknowledged, executed and ſuffered, all and every ſuch further and other lawfull and reaſonable act and acts, thing and things, device and devices, conveyance and conveyances, aſſurance and aſſurances in the Law whatſoever, for the further, more perfect, and better aſſurance, ſurety, ſure-making, conveying and aſſuring of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements and Hereditament, and all and ſingular the premiſſes with their and every of their appurtenances, unto the ſaid A. B. I. P. and I. G. their Heirs and Aſſigns, to the uſes, intents and purpoſes, and under the Conditions, Proviſoes and Limitations before mentioned, expreſſed and declared, and to and for none other uſe, intent and purpoſe whatſoever, Be the ſame by one or more fine or fines, with Proclamations to be leavyed and executed in due form of Law, Feofment or Feofments, recovery or recoveries, with ſingle, double or trebble Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of theſe preſents, Releaſe, Confirmation with warranty, as aforeſaid, or otherwiſe without warranty, or by all, every or any of the aforeſaid waies or meanes, or by any other lawfull and reaſonable waies or

means

means whatſoever, as by the ſaid A. B. I. P. and I. G the ſurvivor or ſurvivors of them, his or their heirs or aſſigns; or as by his, their or any of their Councell learned in the Law, ſhall be reaſonably deviſed or required: Which ſaid fine or fines, feoſment or feoſments, recovery or recoveries, and aſſurances whatſoever, had, made, and executed, or hereafter to be had, made and executed by the ſaid V. W. his heirs and aſſigns, or by any other perſon or perſons whatſoever, touching and concerning all and every or any of the premiſſes, with their and every of their appurtenances, and every part and parcel therof, ſhall be and enure, & ſhall be adjudged, demiſed, conſtrued and taken to be and enure, to the uſes, intents and purpoſes before in and by theſe preſents limited, expreſſed and declared, and to and for none other uſe, intent and purpoſe whatſoever, any former or other Declaration of uſe or uſes to the contrary thereof, in any wiſe notwithſtanding. Provided nevertheſs, and upon the condition, and it is covenanted, declared and agreed by and between all and every the parties to theſe preſents, their heirs and aſſigns, and every of them reſpectively by theſe preſents, That it ſhall and may be lawfull to and for the ſaid V. W. at any time or times hereafter during his natural life, by his deed or deeds indented, to be by him ſealed and delivered in the preſence of three or more credible Witneſſes, by and with the conſent and approbation of the ſaid A. B. I. P. and I. G. or of the ſurvivor and ſurvivors of them, his or their Heirs or aſſigns, teſtified in writing under their hands and ſeals, to alter, change, revoke, determine and make void all or any the eſtate or eſtates, uſe or uſes, before by theſe preſents limited & appointed, except only the uſes before herby limited & appointed to or for the Jointure of the ſaid F. as aforeſaid, and that from and after ſuch alteration, change, revocation, de-

determination or making void thereof, or of any part thereof, theſe preſents and all other aſſurances in the law whatſoever, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken to be, & enure. And they the ſaid A. B. I. P. & I. G. and their heirs and aſſigns, and the heirs and aſſigns of the ſurvivor & and ſurvivors of them, ſhall ſtand and be ſeized of all and ſingular the premiſſes, except before excepted, or ſo much therof, wherof ſuch alteration, charge, revocation, determination or making void, ſhall be had and made, as aforeſaid, to ſuch other uſe and uſes, and to the uſe of ſuch perſon and perſons, and for ſuch eſtate and eſtates, and in ſuch ſort, manner and form, as the ſaid V. W. by any deed or deeds indented, ſealed, deliverd and executed, in the preſence of three or more credible witneſſes, by and with ſuch conſent and approbation, ſhall declare, limit or appoint: & from and after ſuch revocation, in default of ſuch declaration, limitation and appointment, then to the uſes, intents & purpoſes before by theſe preſents limited, expreſſed and declared, and to and for none other uſe, intent or purpoſe whatſoever; any thing in theſe preſents, or in any former or other declaration of uſe or uſes contained to the contrary therof, in any wiſe notwithſtanding. In witneſs &c.

A Condition for payment of Rent quarterly for Lands held from year to year, at the pleaſure of the Leſſor.

THE Condition of this Obligation is ſuch, That whereas the above bound T. H. hath and holdeth from year to year, at the will and pleaſure of the above named I. M. certain Cloſes and parcels of ground lying and being in the pariſh of S. above written, in the C. of B. parcel of the Lands belonging to the Tenement there

there called B. for and under the yearly rent of &c. to be paid quarterly. If therfore the ſaid T. H. his heirs, executors and adminiſtrators, or any of them do well & truly pay or cauſe to be paid unto the ſaid I. M. or to his certain Attorny, executors or aſſigns, the ſaid yearly rent of &c. at the now dwelling houſe of the ſaid I. M. in T. above written, in manner and form as followeth, That is to ſay, upon the four and twentyeth day of June next enſuing the date hereof &c. upon the 28. day of Sept. next alſo enſuing other, &c. upon the 24. day of Decem. next alſo enſuing other &c. and upon the 24. day of March, which ſhall be in the year of our Lord God &c. other etc. and ſo forth quarterly and every quarter; the one next and immediately enſuing the other, upon the like daies, the ſum of &c. during all the time and term that the ſaid T. H. and his aſſigns, ſhall ſo hold and enioy the ſaid Cloſes and Grounds at the will of the ſaid I. M. And moreover do from time to time during all the ſaid Term, at his own coſts and charges, maintain and keep the ſame premiſſes in good and ſufficient Fences and Bounds; and in the end of the ſaid time, do leave and yield up the ſame well and ſufficiently fenced and bounded, without any Cavillation: That then &c.

A *Sale of the Moity of rent reſerved by Leaſe.*

THis Indenture made the etc. between R. B. of &c. Executor of the laſt Will and Teſtament of R. R. late of etc. deceaſed, and P. R. &c. on the one part; and A. G. &c. on the other part, Witneſſeth, That whereas the ſaid P. R. being intereſſed and poſſeſſed by Leaſe dated, &c. made and granted unto him the ſaid P. R. by and from one W. T. of &c.

of

of all that Meſſuage, Tenement or Inn, called or known by the name or ſign of the B.B. ſituate in F. in the pariſh of St. D. &c. And of all Cellers, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houſes, liberties of paſſage, Courts, yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging or appertaining (except as in the ſaid Leaſe made to the ſaid P.R. of the premiſſes, is excepted) did afterwards by his Indenture of Leaſe bearing date &c. for the conſiderations therein expreſſed, demiſe, grant and to farm let unto T.R. Citizen, &c. his executors, adminiſtrators and aſſigns, all thoſe rooms, chambers, logdings, cellers, and eaſments hereafter particularly mentioned, being parcel of the ſaid Meſſuage, Tenement or Inn, called &c. and then in the tenure of the ſaid P. R. or of his aſſigns (That is to ſay, One Celler lying under the Shop, then and yet in the occupation of the ſaid T. R. or of his Aſſign, One room or chamber towards the ſtreet called C. being part over the ſaid Shop, and part over the ſaid gate, or way leading into the ſaid Meſſuage, Tenement or Inn called the B. B. One other little dark room or chamber, called the F. chamber, lying backward behind part of the ſaid room or chamber, called the C. on the ſame floor, with liberty to make and contrive convenient light or lights, from the yard of the ſaid Meſſuage, Tenement or Inn aforeſaid, to ſerve to the ſaid Room, called the F room, and the ſame ſo made, to enjoy during the ſaid leaſe; One other room, chamber or lodging towards the ſtreet, called the A. directly over the ſaid Chamber, called the C. One other Chamber or Lodging, commonly called, The two Bed Chamber, lying backwards behind part of the ſaid Room or Chamber, called the A. on the ſame

floor,

floor; And alſo one piece or parcel of the lower room, then in the occupation of the ſaid T. R. or of his Aſſigns, to contain by eſtimation &c. next behind the Weſt end or ſide of the ſaid Shop, then in the occupation of the ſaid T.R. towards the North, for the making and contriving of a pair of ſtairs to lead from the ſaid Shop unto the ſaid demiſed premiſſes, and alſo from thence to make and contrive a convenient way or paſſage to lead into the Celler before mention'd: together with all lights, waies, eaſments, commodities and appurtenances, to the ſaid premiſſes belonging or appertaining, *To have and to hold* the ſaid &c. unto the ſaid T.R. his execut. adminiſtrat. and aſſigns, from the feaſt of &c. then next coming after the date of the ſaid leaſe laſt recited, unto the end and term of &c. from thence next enſuing, and fully to be compleat and ended. And for and under the yearly rent or reſervation of the firſt two years, and one quarter of the ſaid term, of one Pepper corn: And afterwards during the whole term, for and under the yearly rent of &c. payable, as in and by the ſaid Indenture of leaſe made to him the ſaid T. R. (amongſt divers other Covenants, Grants, Articles and agreements therein contained, more fully and at large it doth and may appear) And whereas afterwards the whole eſtate, right, title, inte- *Recital.* reſt, term of years, property, claim and demand of the ſaid T. R. in and to the ſaid premiſſes before mentioned or recited, by good and ſufficient conveyances in that behalf made, came into the hands and poſſeſſion of the ſaid R. R. who dyed thereof lawfully poſſeſſed; and by and after whoſe deceaſe, the ſaid Indenture of Leaſe firſt mentioned, term of years and premiſſes aforeſaid, was lawfully veſted and ſetled in the ſaid R. B. as Executor of the laſt Will and Teſtament of the ſaid R. R. And whereas the ſaid R. B. being of the premiſſes ſo poſſeſſed

poſſeſſed as aforeſaid, by his Indenture or Deed indented, bearing date &c. for the conſiderations therein mentioned, did grant, bargain, ſell, aſſign and ſet over unto I.C. &c. his Executors, Adminiſtrators and Aſſigns, the moiety or one half part of the Meſſuage, Tenement or Inn, called *The Black Bell* aforeſaid; and the moiety of all and ſingular Shops, Cellers, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houſes, liberties of paſſage, Courts, Yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the appurtenances whatſoever, to the ſaid Meſſuage, Tenement or Inn belonging or appertaining; and the moiety of all Houſes, Edifices and Buildings then ſtanding or being upon the premiſſes, or any part thereof; and the moiety of all and ſingular other the premiſſes whatſoever, mentioned to be demiſed, in & by the ſaid Indenture of leaſe firſt mentioned (except as in the ſame Indenture is excepted) To have and to hold the ſaid moiety of the ſaid Meſſuage, Tenement or Inn, called the &c. and of all other the premiſſes aforeſaid (except before excepted) unto the ſaid I. C. his executors, adminiſtrators or aſſigns, from thenceforth during the reſidue then to come and unexpired of the whole term granted by the ſaid Indenture of Leaſe firſt mentioned, made to the ſaid P.R. as aforeſaid, as in and by the laſt Indenture or Deed indented (amongſt other things alſo) more at large it doth and may appear. Now this Indenture witneſſeth, that the ſaid R. B and P.R. for and in conſideration of the ſum of &c. to him the ſaid P.R. by the direction and appointment of the ſaid R. B. well and truly paid before the enſealing and delivery of theſe preſents by the ſaid A. G. whereof they the ſaid R.B. and P.R. do acknowledge themſelves to be fully ſatisfied, contented and paid, and thereof, and of every part and parcell thereof, do clearly acquit and diſcharge the ſaid A. G. his Executors

tors and Adminiſtrators by theſe preſents, Have granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents, do clearly and abſolutely grant, bargain, ſell, aſſign and ſet over, unto the ſaid A. G. his Executors, Adminiſtrators and Aſſigns, all that the moiety or half part of all and ſingular the ſaid Rooms, Chambers, Lodgings, Cellers, Waies, Lights, Liberties, Paſſages, Comodities and appurtenances, and of all other the premiſſes demiſed to the ſaid T.R. by the ſaid P. R. in and by the ſaid Indenture of Leaſe, befo e recited, and of every part and parcel thereof, together with the moiety or half part of the ſaid yearly rent of &c. reſerved by the ſaid Indenture of Leaſe, & full liberty, power and authority to receive and take the ſame from time to time, at ſuch Feaſts and days as the ſame ſhall grow due and payable by the ſaid leaſe during the ſaid term thereby granted. To have and to hold the ſaid moiety of all and ſingular the ſaid Rooms, Chambers, Lodgings, Rents and other the premiſſes with the appurtenāces, before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, with liberty, power, and authority to receive and take the ſaid rent, as aforeſaid, unto the ſaid A. G. his Executors, Adminiſtrators and Aſſigns, from the enſealing and delivery of theſe preſents, for and during all the reſt and reſidue of the ſaid term of &c. years, to him the ſaid T. R. granted, as aforeſaid, now to come and unexpired, in ſuch like large and ample manner to all intents and purpoſes, as they the ſaid R. B. and P. R. or either of them, might, ſhould, of in any wiſe ought to have, take and enjoy the ſame. And the ſaid R. B. and P. R. for themſelves, and either of them, their and either of their Executors, Adminiſtrators and Aſſignes, and for every of them, do covenant, promiſe and grant to and with

&c. That is to ſay, That the ſaid R. B. and P. R. or one of them, at the time of the enſealing and delivery of theſe preſents, are and ſtand, or one of them is and ſtandeth ſo lawfully and abſolutely poſſeſſed of the premiſſes, as that they the ſaid R. B. and P. R. or one of them, now have or hath, good right, full power and lawful authority hereby to grant, bargain, ſell, aſſign and ſet over the ſaid Moity of the ſaid ſeverall Rooms, Chambers, Lodgings, and other the premiſſes with the appurtenances before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid A. G. his executors, adminiſtrators and aſſigns, in manner and form aforeſaid. And further, that he the ſaid A.G his executors, adminiſtrators and aſſigns, and every of them, ſhall from time to time, and at all times hereafter, during the reſt and reſidue of the ſaid term of &c. years, granted to the ſaid T. R. as aforeſaid, peaceably and quietly have, hold and enioy the Moity of the ſaid Rooms, Chambers, Lodgings and other the premiſſes, with the appurtenances before mentioned to be demiſed to the ſaid T.R. by the Indenture of Leaſe above-recited, and every part therof, and the Moity of the ſaid yearly rent of &c. by the ſame Indenture reſerved, ſhall or may receive, take and enioy, from time to time as the ſame ſhall grow due during the ſaid Term, without the let, ſute, trouble, diſturbance, interruption or eviction of them the ſaid R. B. and P.R. or either of them, their executors, adminiſtrators and aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming, by, from or under them, or either or any of them, or by, from or under their, or any of their means, act, title, conſent or procurement, or by, from or under the ſaid R.R. deceaſed, and alſo acquitted and diſcharged of and from all and all manner

of

of former Grants, Bargains, Sales, Leaſes, Statute Merchant and of the Staple Recognizance, Judgements, Executions, Surrenders, Forfeitures, Re-entries, and of and from all other Titles, Troubles, Charges & incumbrances whatſoever, had, made, committed or done by the ſaid P. R. and R. B. and R. R. deceaſed, or any of them; or to be had, made, cõmitted or done by the ſaid P. R. and R. B. their executors &c. or any of them; or by their or any of their means, act, title, intereſt, default, conſent or procurement. *In witneſs &c.*

A Leaſe of Lands by way of Morgage, in conſideration of a ſum of money.

THis Indenture made the &c. Between the Right Honourable E. Earl of B. the Lady L. his Wife, Counteſs of B. the Right honourable the Lord M. Baron of R. in the County of &c. Sir F G. of &c. and E. W. of &c. on the one part, and I. W. of &c. on the one part, Witneſſeth,

That in conſideration of the ſum of *Conſideration.* &c. to the ſaid E. Earl of B. and the Lady L. Counteſs of &c. in hand paid by the ſaid I. W. before the enſealing and delivery of theſe preſents, whereof they do acknowledge the receipt, and thereof, and of every part and parcell thereof, do hereby clearly and abſolutely acquit, exonerate and diſcharge the ſaid I. W. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe preſents: They the ſaid W. Lord M. Sir F. G. and E. W. at and by the ſpecial direction and appointment of the ſaid E. Earl of B. and the Lady L. Counteſs of *B.* Have demiſed, granted, bargained and ſold, and by theſe preſents, do demiſe, grant, bargain and ſell unto the ſaid I. W. his Executors, Adminiſtrators and Aſſignes, all thoſe *Grant.*

Cloſes and Grounds, hereafter particularly named, ſituate, lying and being in the Hamlets, Pariſh or Fields of *Burley* in the County of R. (That is to ſay) One Cloſe of Paſture & Meadow ground, commonly called or known by the name of *New-cow-cloſe*, containing by eſtimation 110 acres, now in the tenure or occupation of R. I. Gent. or his aſſignes, One other cloſe of Paſture, called &c. containing by eſtimation 170 acres at leaſt, now in the tenure or occupation of *William Dalby*, or of his aſſigns, Two Cloſes of paſture &c. Together with all and ſingular the waies, paſſages, profits, commodities, advantages and appurtenances whatſoever, to the ſaid ſeverall Cloſes and Ground, and every or any of them belonging, or in any wiſe appertaining; or with them or any of them, now or heretofore uſually occupied, demiſed or enjoyed, or accepted, reputed, taken or known, for or as part or parcel of them or any of them; And the reverſion and reverſions, remainder and remainders, rents and yearly profits whatſoever, of all and ſingular the ſaid Cloſes and premiſſes before mentioned, and of every of them, To have and to hold the ſaid Cloſes, Fields, Grounds, Hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances before by theſe preſents demiſed, or mentioned to be hereby demiſed, granted, bargained or ſold, and every part and parcel thereof, unto the ſaid I. W. his executors, adminiſtrators and aſſignes, from the &c. day of &c. next enſuing the date of theſe preſents, unto the full end and term of 99 years, from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly unto the ſaid W. Lord M. Sir F. G. and E. W. their heirs or aſſigns, one Pepper-Corn onely at the &c. if the ſame be demanded. Provided alwaies, and it is fully agreed between the ſaid parties to theſe preſents, and

every

every of them, That if the ſaid E. Earl of B. the Lady L. Counteſs of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid I. W. his Executors, Adminiſtrators or Aſſignes, the ſum of &c. in or upon the &c. at or in the &c. between the hours of &c. That then this preſent demiſe, grant, bargain and ſale ſhould be utterly void, fruſtrate and of none eff. &, any thing herein before contained to the contrary therof in any wiſe notwithſtanding, *For payment of the money.* And that the ſaid E. Earl of B. the Lady L. Counteſs of B. W. Lord M. Sir F. G. and E. W. or ſome of them, their or ſome of their Heirs, Executors, Adminiſtrators or Aſſignes, ſhall and will well and truly pay or cauſe to be paid unto the ſaid I. W. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. in or upon the &c. at or in the place aforeſaid, and between the hours of &c. according to the true intent and meaning of theſe preſents; And further, That the ſaid Cloſes, Grounds and other the premiſſes, before, in and by theſe preſents mentioned to be demiſed, granted, bargained, and ſold, now are and be, and ſo during the whole term of &c. hereby granted, bargained and ſold, ſhall be, remain and continue of the clear yearly value of &c. over and above all charges and reprizes. And moreover if default be made in payment of the ſaid ſum of &c. herein before in the ſaid proviſo mentioned, or any part thereof, at the day, time and place before mentioned and limitted for the payment thereof: That then the ſaid I. W. his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and may *For the quiet enjoying of the premiſſes upon default.*

from time to time, and at all times during the said term of &c. peaceably and quietly have, hold, use, occupy, possess and enjoy the said Grounds, Lands, Tenements, Hereditaments, and all other the premisses herein before mentioned to be demised, granted, bargained or sold, with all and singular their and every of their appurtenances, and every part thereof, without the let, suit, trouble, denial, disturbance, expulsion or interruption of the said E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other person or persons whatsoever; and discharged of and from all other bargains, sales, gifts, grants, leases, statutes, recognizances, extents, judgements, and all charges, estates, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had &c. by the said E. Earl of B. the Lady L. Countess of &c. W. Lord M. Sir F. G. and E. W. or any of them, or by any other person or persons whatsoever. And further, that if default be made in payment of the said sum of &c. or any part thereof, at the day, time and place aforesaid, that then the said E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. their Heirs, Executors, Administrators and Assigns, and all and every other person or persons lawfully having, claiming, or pretending to have or claim any manner of estate, right, title, interest, claim or demand whatsoever, of, in or to the said Closes, Grounds, Hereditaments and premisses, or any part thereof, shall and will make, do, suffer and execute, or cause and procure to be done, made, suffered and executed, all and every such further lawful and reasonable act and acts, thing and things, device and devices in Law whatsoever, for the further, better and more perfect assurance, surety, sure making and con-

For further assurance upon default.

conveying of the ſaid Cloſes, Grounds and premiſſes, with the appurtenances, and every part thereof, unto the ſaid I. W. his executors, Adminiſtrators and aſſigns, during the ſaid term of ninety and nine years, according to the intent and meaning of theſe preſents, as by the ſaid I. W. his executors or aſſigns, or by his or their Councel learned in the law ſhall be reaſonably deviſed or adviſed, and required. And the ſaid W. Lord M. Sir F. G. and E. W. for themſelves ſeverally, and not iointly, nor one of them for each other, their ſeveral heirs, executors, adminiſtrators and aſſigns, and for every of them reſpectively, do covenant, promiſe and grant to and with the ſaid I. W. his executors, adminiſtrators and aſſigns, and every of them by theſe preſents; That if default of payment be made of the ſaid ſum of &c. or any part thereof, at the day, time and place aforeſaid, That then the ſaid I. W. his executors, Adminiſtrators and Aſſigns, ſhall and may from time to time, and at all times during the ſaid term of &c. peaceably and quietly have, hold, poſſeſs and enioy the ſaid Cloſes, Grounds and other the premiſſes before mentioned to be hereby demiſed, granted, bargained or ſold, without the lawfull let, ſute, trouble, denial, diſturbance, expulſion, eviction, or interruption of them the ſaid W. Lord M. Sir F. G. and E. W. ſeverally, their and every of their ſeverall and reſpective heirs and aſſigns, or any of them, or any of ther perſon or perſons, lawfully claiming, in, by, from or under them or any of them reſpectively, as aforeſaid; And diſcharged and clearly acquitted of and from all formerly Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Extents, Judgements, and of and from other Charges, Eſtates, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered or done by the ſaid W. Lord M. Sir F. G. and

E. W. or any of them reſpectively, their or any of their ſeveral Heirs, Executors, Adminiſtrators or Aſſignes, or any other perſon or perſons claiming or to claim, in, by, from or under them or any of them ſeverally and reſpectively, their or any of their ſeverall eſtates, act, title, means, conſent or procurement. In witneſs whereof, the parties firſt above-named, to theſe preſent Indentures have interchangeably ſet their hands and ſeals. Given, the day and year firſt above written, *Annoque Domini*, 1634.

A *Covenant that after default of payment, the poſſeſſion of lands in* Morgage *ſhall be delivered to the* Morgagee, *and alſo all Deeds and writings concerning the ſame.*

AND the ſaid A. B. for himſelf &c. That he the ſaid A. B. his heirs and aſſignes, ſhall and will upon reaſonable requeſt to him or them to be made, after default ſhall happen to be made of or in any of the payments aforeſaid (if it ſhall happen ſo to fall out) deliver or cauſe to be delivered unto the ſaid C. B. his heirs and aſſigns, the quiet and peaceable poſſeſſion and ſeizin of all and ſingular the before bargained premiſſes: And ſhall then alſo, after ſuch default of payment within one moneth then next enſuing, deliver and cauſe to be delivered unto the ſaid C. D. his heirs and aſſigns, as well all and ſingular the Letters Patents, Deeds, Evidences, Writings, Eſcripts and Monuments before by theſe preſents bargained and ſold, as alſo all the true Copies of all ſuch other Deeds and Writings, as do touch and concern the before bargained premiſſes, or any part thereof: Together with any other Lands, Tenements or Hereditaments not before mentioned: The ſaid Copies to be written at the coſts of the ſaid D. his Heirs and Aſſigns.

A *Letter of Attorney upon Covenants.*

TO all Chriſtian people &c. I O. B. of &c. Son and Executor of A. B. &c. Whereas by one Indenture bearing date &c. made between the ſaid A. B. on the one part, and C. D. of &c. on the other part: There are divers Covenants contained on the part and behalf of the ſaid C. D. his Executors and Adminiſtrators, to be kept and obſerved, touching a leaſe granted to the ſaid A. B. by the Dean and Chapter of the Collegiate Church of &c. of a certain Tenement lying in the precincts of Saint *Martins le grand* in *London*; and covenanted to be transferred over by the ſaid A. B. to the ſaid C. D. as by the ſame Indenture, whereunto relation being had, more at large may appear; Now know ye, that I the ſaid O. B. for divers good cauſes and conſiderations me moving, and eſpecially for that it appeareth by the ſaid Indenture that the name of my ſaid father was uſed onely in truſt for the benefit of E. D. wife to the ſaid C. D. and their iſſue, have made, ordained, conſtituted, and in my ſtead and place put and appointed my Well-beloved Friend E. H. of &c. to be my true and lawful Attorney, for me, and in my ſtead and name if need require, to ſue, implead and proſecute the ſaid C. D. his Executors or Adminiſtrators, for or upon the breach or not performance of all or any the ſaid Covenants in the ſaid Indenture ſpecified; and to have, receive and take for the uſe of &c. aforeſaid, all ſuch benefit, ſum and ſums of money, commodity and advantage whatſoever which ſhall be recovered or gotten by means of any ſuch ſuits, actions or proceedings to be brought or commenced concerning the ſame; And all and other act and acts, thing and things whatſoever, which ſhall be needfull to be done in and about the premiſſes, the ſame for me and in my ſtead and name, to do, execute and perform

form in ſuch like large and ample Manner and form, to all intents and purpoſes, as I my ſelf might or could do, if I were there perſonally preſent. And whatſoever lawful actions, ſutes, proceſs and proceedings ſhall be hereafter commenced, ſued or proſecuted by the ſaid E.D. or his aſſigns, againſt the ſaid C. D. his executors or adminiſtrators, touching the premiſſes, I promiſe to allow, maintain, juſtifie and confirm by theſe preſents, without releaſing or diſcharging the ſaid C. D. his executors or aſſigns, of the covenants aforeſaid, or any of them, or of any ſute, proceſs or proceeding thereupon to be brought or commenced. In witneſs &c.

An Aſſignment, with a Proviſo, to have the Leaſe again upon payment of a ſum of money.

THis Indenture made &c. between G. B. of &c. of the one part, and W.H. of &c. of the other part. Whereas one R. G. and his wife; by their deed indented, bearing date etc. for the conſideration in the ſaid Deed indented expreſſed, did demiſe, grant and to farm-let unto the ſaid G.B. all that the Moity and half deal of the Manor of D. with the appurtenances, ſet, lying and being in &c and the Moity and half deal of all their Meſſuages, Dove-houſes, Edifices, Buildings, Lands, Tenements, Rents, Reverſions, Services, Mills, Meadows, Leaſſows, Paſtures, Woods, Under-woods, Commons, Heaths, Profits, Commodities and Hereditaments, to the ſaid Mannor of &c. belonging, ſet, lying and being within the Town, Fields, Pariſhes and Hamlets of C.N.D. within the ſaid County of G. or accepted, reputed or taken &c. To have and to hold &c. with divers Covenants, Articles, Agreements and Reſervations in the ſaid Indenture contained, as by the

the ſaid Indenture &c. Now this Indenture witneſſeth, that the ſaid G.B. for divers and ſundry &c. Hath given, granted, aliened, aſſigned and ſet over, and by theſe preſents doth &c. as well the ſaid moiety &c. as alſo all the eſtate, right, title, uſe, intereſt, poſſeſſion, claim and demand whatſoever, of the ſaid G. B. had and made, as is aforeſaid, To have and to hold the ſaid moiety and half deal of the ſaid Mannor of D. with the appurtenances, and all the eſtate, right, title, uſe, intereſt, claim, poſſeſſion and demand whatſoever of the ſaid G. B. &c. Provided nevertheleſs, and it is agreed between the ſaid parties to theſe preſents, That if the ſaid G. B his heirs, executors, or aſſigns, or any of them, do at any time hereafter pay and deliver, or cauſe to be paid and delivered unto the ſaid W. H. his executors or aſſigns, or any of them, the ſum of &c. of lawfull money of England, at one entire payment, at or in the Church-porch of the Pariſh Church of C. aforeſaid, within the ſaid County of G. or at or in the place where the ſaid Pariſh Church now ſtandeth, that then and from thenceforth as well this preſent Grant and Aſſignment, and every Clauſe, Article and Sentence herein contained, to be utterly void, fruſtrate and of none effect, as alſo, that then, and from thenceforth, the ſaid moiety of the ſaid Mannor of D. and all other the premiſſes whatſoever, with their appurtenances, and every part and parcel thereof by theſe preſents aſſigned and ſet over unto the ſaid W. H. ſhall come and be to the ſaid G. B. his Executors and Aſſigns, for and during all the number of years that ſhall (at the time of the payment to be had and made in manner and form aforeſaid) be then to come and unexpired of the ſaid term of &c years granted unto the ſaid G B. his Executors and Aſſigns as is aforeſaid; as though this preſent Indenture of Aſſignment of the premiſſes had not been had or made. *In witneſs &c.*

A Revoking of a pretended Contract of Matrimony.

LEt all men know and take notice by these presents, That we F. D. of S. and I. H. of &c. being desirous to have matters cleared between us concerning such proceedings as have been about treaty of Marriage between us; and that we both, notwithstanding any pretence of contract between us, may hereby declare and manifest to all people, That there was no absolute contract or engagement between us at any time for marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others; We do therefore freely and without any compulsion, declare, manifest and make known unto all people, That we the said F. D. & I. H. were never absolutely contracted together in any contract of Matrimõy, neither did we or any of us profess or declare that we would marry each other, unless (&c. our Friends &c.) we do therefore hold our selves no ways to be tyed or obliged each to other in any manner of contract of Matrimony, or for marriage each of other; and therefore we do hereby freely and absolutely release, and discharge each other of and from all and all manner of contracts, of or for marriage heretofore had, or pretended so be had or made between us; and we do hereby freely and fully release, acquit and discharge each other of us, of and from all manner of actions, sutes or claims prosecuted, or which may be begun or prosecuted in any Court, Ecclesiastical or Civil, concerning the premisses. And in testimony of our free and full consents hereln, we the said F. D. and I. H. have hereunto subscribed our names the day of &c.

An Assignment of Lands taken upon an extent.

THis Indenture made the &c. Between T. H. of &c. and W. W. of &c. of the one party, and

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I. B. of &c. of the other party. Whereas the ſaid T. H. lately recovered by judgement in his Majeſties Court of Kings Bench, the ſum of &c. againſt T. C. of B. &c. and thereupon the ſaid T. H. in Michaelmas Term laſt, did take and ſue forth executions by Writ of *Eligit*; directed to the then Sheriff of the ſaid County of W. Whereupon by Inquiſition, and by the Jurors then and there ſworn, taken by the ſaid Sheriff at the City of &c. the day of &c. Amongſt other things it was found, That the ſaid T. C. at the time of the ſaid Inquiſition, was poſſeſſed for and during the term of &c. years then to come, of and in one Meſſuage or Tenement, and divers parcells of Land, Meadow and Paſture, to the ſaid Meſſuage or Tenement belonging or appertaining in C. in the ſaid Pariſh of &c. as his proper goods; Which ſaid term and intereſt of the ſaid T. C. of or in the ſaid Meſſuage or Tenement, the Jury at the time of the ſaid Inquiſition, did apprize and value at &c. pounds; Which ſaid term of years the ſaid Sheriff the day of the ſame Inquiſition, did deliver to the ſaid T. H. at the price and apprizance aforeſaid; To hold unto the ſaid T. H. and his aſſignes, as his proper goods and Chattels, according to the form of the Statute in that behalf made, and as parcell of the ſame debt and damages of the ſaid T. H. recorded, as aforeſaid; And the ſaid Jurors alſo found, That the ſaid T. C. was at the time of the ſaid Inquiſition, ſeized in his demeaſn, as of Fee, of and in one Meſſuage, and divers parcels of land, Meadow, and Paſture to the ſaid Tenement belonging or appertaining, lying and being in B. &c. found by particular names and quantities, and then valued by the ſaid Jurors to be worth &c. yearly, The moiety of which ſaid Meſſuages and premiſſes in B. by particular names and quantities, the ſaid Sheriff did then alſo deliver unto the

The ſaid T. H. at the rate and apprizement aforeſaid, to hold to the ſaid T. H. and his Aſſigns, as his free hold, according to the form of the Statute made on that behalf, untill the reſidue of the ſaid debt of &c. ſhould be thereby fully levyed, as by the ſaid inquiſition more particularly and at large it doth and may appear. Which ſaid debt ſo recovered by the ſaid T. H. and the ſaid execution thereupon, was nevertheleſs in truſt for the ſaid W. W. party to theſe preſents, and was the proper money of the ſaid W. W. aſſigned to him by the ſaid T. H. as part of the marriage-portion of &c. Now witneſſeth theſe preſents, That the ſaid W. W. and T. H. as well for and in conſideration of the ſum of &c. paid unto the ſaid W. W. as alſo for divers good cauſes and conſiderations them thereunto moving, have granted, aſſigned and ſet over, and by theſe preſents do grant, aſſign and ſet over, unto the ſaid I. B. all that the ſaid Meſſuage or Tenement, Lands and premiſſes in C. aforeſaid, and all the eſtate, intereſt, title and term of years yet to come, which the ſaid W. and T. H. hath, or either of them hath, or have, or might have, of, in, or unto the ſaid Meſſuage, Tenement, Lands and premiſſes, and every or any part thereof, by the ſaid Extent or Inquiſition aforeſaid, or otherwiſe; And alſo all that the moiety or half deal or part of the ſaid Meſſuage or Tenement, Lands and premiſſes in B. aforeſaid; and all the eſtate and intereſt which the ſaid W. W. and T. or either of them, have, hath or might claim, of, in or unto the ſaid Meſſuage, Lands and premiſſes in B. or any part or parcel thereof, in as large, ample and beneficial manner, to all intents and purpoſes, as if the ſaid W. W. or T. H. or either of them, have, hath or might hold, claim or enjoy the ſame &c. And the ſaid W. W and T. H. do ſeverally, and not jointly, each one for himſelf, his Executors and Adminiſtrators

ſtrators, covenant, promiſe and agree to and with the ſaid I. B. his executors, &c. that he the ſaid I. B. his &c. ſhall and may from henceforth quietly hold, occupy and enjoy all and ſingular the premiſſes, and every part therof, free from any former grants, charges, aſſignment and incumbrances of the premiſſes, or any part thereof, made by the ſaid W. &c. or any claiming from &c. And the ſaid I. B. doth likewiſe by theſe preſents, for himſelf, his executors, &c. covenant, promiſe and agree to and with the ſaid W. &c. that he the ſaid I. B. his executors, &c. ſhall and will ſave, defend and keep harmleſs the ſaid W. W. and T. H. their executors, &c. of and from all manner of ſutes, troubles, charges, expences and ſums of money, which the ſaid W. &c. ſhall be from henceforth ar, put unto, ſuſtain, diſburſe, or undergo, for or by reaſon of the ſaid extent, or any matter or thing therein contained, or that might come to happen to the ſaid W. &c. for or by reaſon of the eſtate which they or either of them had by extent aforeſaid, or any the premiſſes hereby aſſigned, or by any occaſion or reaſon riſing or growing thencefrom or by occaſion thereof. In witneſs &c.

A Charter-party of a Ships Voyage.

THis Charter-party Indented, made the etc. in the &c. Betweeen L. K. Maſter of a Ship or Bark, called, *The Flower-de-luce* of P. in the County of D. of the burthen of one hundred Tuns, or thereabouts, of the one part, and C. W. and B. S. Merchants, of etc. Witneſſeth, That the ſaid Maſter hath demiſed, granted, and to freight-letten, and by theſe preſents doth demiſe, grant, and to freight-let unto the ſaid Merchants, their Factors and Aſſigns, all that the ſaid Ship or Bark, with her Tackling, appurtenance and her apparel thereunto belonging or appertain-

taining, for and during one whole Voyage with the ſame Ship to be done and made in manner and form following (That is to ſay) the ſaid Maſter covenanteth, granteth and agreeth, to and with the ſaid Merchants, and every of them, That the ſaid Ship or Bark, named, *The flower-de-luce*, now being preſſed and ready within the port of the ſaid Town of S. ſhall with the firſt good wind and apt weather (as God ſhall ſend) next after the date hereof, make ſail and ſails from thence directly towards and unto the Key of the City of *Roan*, under the Dominion of the *French* King; and there to tarry and abide by the ſpace of &c. daies current: During the which ſpace the ſaid Maſter covenanteth there to receive into the ſaid Ship, Wares and other Merchandize, ſuch as it ſhall then beſt pleaſe the ſaid Merchants, their Factors or Aſſignes, there to load, to a compleat and full loading of the ſaid Ship. And the ſaid Merchants and every of them, covenant to and with the ſaid Maſter, to load or cauſe to be laden there, within the ſaid ſpace, Wares and ſuch other Merchandize, as it ſhall then beſt pleaſe the ſaid Merchants, or their Factors, for their moſt profit, to the compleat and full lading of the Ship, as is aboveſaid. And moreover, the ſaid Maſter covenanteth, concordeth, bargaineth and agreeth to and with the ſaid Merchants and every of them, that the ſaid Ship with her ſaid loading laden in her within the ſaid place, ſhall with the firſt good wind and apt weather (as God ſhall ſend) next after the ſaid &c. daies to come and paſt, make ſail and ſails from thence directly towards and unto the ſaid port of the ſaid Town of S. where the ſaid Ship ſhall with convenient ſpeed, after her there arrivall, be diſcharged of her ſaid lading of wares and other Merchandize laden in her, as aforeſaid: and the ſame out of the ſaid Ship there ſo diſcharged,

charged, ſhall be delivered unto the ſaid Merchants or the owners thereof, as ſafely and well conditioned (God ſending the ſaid Ship in ſafety.) And the ſaid Merchants, and every of them, covenant to and with the ſaid Maſter, then and there to receive the ſaid loading laden in her as aforeſaid, & at the right diſcharge thereof, to pay or cauſe to be paid to the ſaid Maſter or his aſſigns, the ſum of &c. and alſo to pay during the ſaid Voyage, Windage, Groundage, Pilotage and Loadmanage, & all other arrearages, as in Engliſh ſhips are accuſtomed. And the ſaid Maſter covenanteth that the ſaid ſhip is, & during the ſaid voyage ſhall be, ſtiff, ſtrong and ſtanch, well and ſufficiently victual'd, rigged and apparelled, with ſufficient Marriners for the ſafe conducting of the ſaid ſhip, and keeping of the Merchants goods during the ſaid voyage. In witneſs &c.

A Morgage *of Lands upon money &c. for years.*

THis Indenture made the &c. Between T. A. of &c. of the one part; and T. M. Vintner and Citizen of *London*, of the other part, Witneſſeth, that the ſaid T. A. for and in conſideration of the ſum of &c. of lawful money of *England* in hand paid unto him the ſaid T. A. by the ſaid T. M. at and before the enſealing and delivery of theſe preſents; the receit whereof the ſaid T. A. doth hereby acknowledge, and thereof and of every part thereof, doth hereby alſo clearly acquit and diſcharge the ſaid T. M. his heirs and aſſigns; and for divers other good cauſes and conſiderations him the ſaid T. A. thereunto moving; Hath demiſed, granted, bargained and to farm-letten, and by theſe preſents doth &c. unto the ſaid T. M. his Executors, Adminiſtrators and Aſſignes, all thoſe three ſeverall paſtures of grounds lying in S. within the parts of *Holland*, in the County of L. containing

by eſtimation &c. be they more or leſs, now or late in the tenure or occupation of one I. B. his aſſignee or aſſignees, To have and to hold the ſaid three paſtures, and every part and parcel thereof, with their and every of their appurtenances, unto him the ſaid T. M. his Executors and Aſſignes, from the feaſt of &c. now next enſuing the date of theſe preſents, for, during and untill the full end and term of 99. years from thence next enſuing and fully to be computed, compleat and ended, Yielding and paying therefore yearly, during the ſaid term, unto the ſaid T. A. his heirs, executors, adminiſtrators or aſſignes, one Pepper-Corn, if it be lawfully demanded, at or on the feaſt-day of Saint *Michael* the Arch-angel. And it is hereby concluded and agreed by and between the ſaid parties to theſe preſents, And the ſaid T. A doth for himſelf, and A. his wife, their heirs, executors, &c. covenant, promiſe and agree to and with the ſaid T. M. his executors, adminiſtrators and aſſigns, that it ſhall and may be lawful to and for the ſaid T. M. his executors, adminiſtrators and aſſigns, quietly and peaceably to have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid three paſtures or grounds and premiſſes, with their and every of their appurtenances, from time to time, and at all times hereafter during the ſaid term, without the lawfull let & interruption of him the ſaid T. A. and A. his wife, their and either of their heirs, executors or aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming from, by or under them or either of them, and alſo freed and diſcharged of and from all and all manner of former bargains, Sales, Gifts, Grants, Judgements, Executions and other Charges or Incumbrances whatſoever, had, made, done or ſuffered by them, or either of them, Provided alwaies, and it is nevertheleſſe agreed and concluded by and between the ſaid parties to theſe preſents, and

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it is the true intent and meaning thereof, That if the ſaid T. A. his executors, adminiſtrators, &c. or either of them, ſhall well and truly pay or cauſe to be paid unto the ſaid T.M. his executors, adminiſtrators or aſſigns, the full and entire ſum of &c. of lawfull money of *England*, on the day of &c. next enſuing the date of theſe preſents, at or in &c. That then this preſent Indenture, Demiſe and Grant, and every Clauſe and Article therin contained, ſhall ceaſe, determin, be void and of none effect, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In witneſs &c.

An Indenture of Bargain and Sale of a Manner, with neceſſary Covenants.

THis Indenture made the &c. Between I. W. of &c. on the one part; and R. D. of &c. and B. his Wife on the other part, witneſſeth &c. Hath granted, aliened, bargained and ſold, and by theſe preſents doth grant, alien, bargain and ſell unto the ſaid R. D. and B. his Wife, their Heirs and Aſſigns, all that the Mannor of &c. with the appurtenances, in the County of *Eſſex*: And all Lands, Tenements, and Hereditaments, with the appurtenances whatſoever, by what name or names ſoever the ſame or any of them be known or called, now in the tenure or occupation of W. E. or his Aſſigns, Together with all and ſingular the Lands, Tenements, Profits, Commodities and Hereditaments to the ſaid Mannor of H. belonging or in any wiſe appertaining, or with the ſame at any time heretofore demiſed, uſed or occupied, or reputed, taken, occupied or known as any part, parcel or member thereof; And all other his Meſſuages, Lands, Tenements and Hereditaments whatſoever, lying and being in the Pariſhes of &c. or

in any of them in the ſaid County of E. And all and ſingular the reverſion and reverſions, remainder and remainders of them, and every of them; and all Rents reſerved upon any Demiſe or Leaſe of them, or any part of them; And alſo all the eſtate, right, title or intereſt, uſe, poſſeſſion, claim and demand whatſoever, which he the ſaid I. W. now hath, may, might, ſhould or in any wiſe ought to have, of, in and to all and ſingular the ſaid bargained premiſſes, or any part thereof; Together with all & ſingular evidences, deeds, eſcripts, Charters, writings, Court-Rolls, Books of ſurvey and Monuments whatſoever concerning the ſame, as be now in the hands, cuſtody and poſſeſſion of the ſaid I. W. or in the hands, cuſtody and poſſeſſion of any other perſon or perſons whatſoever, to his uſe, by his delivery, or which he may lawfully get or come by without ſute in law. And the ſaid I. W. doth covenant, promiſe and grant for himſelff, his heirs, executors and adminiſtrators, and for every of them, to and with the ſaid R. D. and B. his wife, their heirs and aſſigns, upon reaſonable requeſt, to deliver or cauſe to be delivered unto the ſaid R. D. and B. or either of them, their or either of their heirs or aſſigns, at or before the feaſt-day of Saint *Michael* the Arch-angel, next enſuing the date of theſe preſents, true Copies of all ſuch Evidences and Writings as concern the ſaid Lands, together with any other Lands of the ſaid I. W. to be written at the coſts and charges of the ſaid R. and B. or either of them, their Heirs or Aſſignes. To have and to hold all and ſingular the ſaid Mannor of H. Lands, Tenements, and all other the aforeſaid premiſſes, with all and ſingular the appurtenances, before, in and by theſe preſents bargained and ſold, and every part and parcel thereof, unto the ſaid R. D. and E. his wife, their heirs and aſſigns

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That he is ſeized in fee, and hath power to grant.

aſſigns for ever. And the ſaid I. W. for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid R. D. and B. his wife, and their heirs and aſſigns, by theſe preſents, in manner and form following (that is to ſay) that he the ſaid I. W. at the time of the enſealing and delivery of theſe preſents, is and ſtandeth lawfully and ſufficiently ſeized of ſuch a good, perfect, lawfull, abſolute and indefeazible eſtate of inheritance in Fee-ſimple, or Fee-tail, and no reverſion or remainder thereof in the Kings Majeſty, and to his and their own uſe and uſes, without any manner of condition or limitation of any other uſe or uſes, to alter, change or determine the ſame eſtate, of and in the ſaid Mannor, Lands, Tenements and Hereditaments, and all other the aforeſaid premiſſes, before, in and by theſe preſents mentioned or intended to be granted, alened, bargained and ſold, as he the ſaid I. W. can and may lawfully and ſufficiently grant, convey and aſſure all and ſingular the ſaid Mannor of H. Lands, Tenements and Hereditaments, and all other the aforeſaid premiſſes, with all and ſingular the appurtenances, unto the ſaid R. B. his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents. And alſo the ſaid I. W. for himſelf &c. doth covenant, promiſe and grant, to & with the ſaid R. D. and B. his wife, and either of them, their and either of their heirs and aſſigns, by theſe preſents, that all and ſingular the ſaid Mannor of H. Lands, Tenements, and all other the aforeſaid premiſſes with the appurtenances, before in and by theſe preſents granted, aliened, bargained and ſold, and every part and parcell thereof, at the

That the premiſſes are diſcharged of Incumbrances.

time of the enſealing and delivery of theſe preſents, are and be, and at all times hereafter ſhall be, remain and continue clearly acquitted, exonerated and diſcharged, or otherwiſe upon requeſt, ſufficiently ſaved and kept harmleſs, of and from all and all manner of former bargains, ſales, gifts, grants, leaſes, rents, charges and arrearages of rents, duties, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done, or to be had, made &c. by the ſaid I. W. his Heirs or Aſſignes, or by any other perſon or perſons whatſoever, by his or their means, act, titles, conſents and procurements; except one leaſe &c. And alſo that they the ſaid R. D. and B. his wife, and either of them, their and either of their heirs and aſſignes, and every of them, ſhall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of theſe preſents, peaceably, lawfully, and quietly have, hold, uſe, occupy, poſſeſſe and enjoy all and ſingular the ſaid Mannor of H. Lands, Tenements and all other the before-bargained premiſſes, with all and ſingular their appurtenances, before, in and by theſe preſents mentioned to be granted, aliened, bargained and ſold, and every part and parcell thereof, without any manner of lawful let, ſute, trouble, eviction or diſturbance of the ſaid I. W. or his Aſſignes, or of any other perſon or perſons whatſoever, claiming, or lawfully having, or which ſhall hereafter have any manner of eſtate, right, title, charge or intereſt, of, in or to the ſaid Mannor, and all other the premiſſes, or of, in or to any part or parcel thereof, by, from, or under the ſaid I. W. his heirs or aſſigns (all ſuch perſons as do claim by force of the Leaſe before excepted, only excepted) And furthermore, that the ſaid Mannor of H. and all other the aforeſaid premiſſes, or any part or parcel thereof, are not holden of his Majeſty,

jeſty, *in capite*, whereby any licence of alienation ſhall be needfull to be had or ſued forth for the bargaining, ſale, conveying and aſſuring of the ſaid Mannor and other the premiſſes, unto the ſaid R. D. and B. their Heirs and Aſſigns: Nor that the ſaid R. D. his heirs or aſſignes ſhall at any time or times hereafter be Ward or Wards unto our ſaid Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors, for or in reſpect of the ſaid Mannor of &c. and all other the premiſſes, or any part or parcell thereof. And alſo the ſaid I. W. for himſelf, his heirs, Executors and adminiſtrators, doth covenant &c. That the ſaid I. W. and M. now his Wife, and the heirs and aſſigns of the ſaid I. and all and every other perſon and perſons whatſoever, now having or lawfully claiming, or which ſhall hereafter rightfully claim any manner of eſtate, right, title or intereſt, of, in and to the ſaid Mannor, and all other the ſaid premiſſes, or any part or parcell thereof, by, from or under the ſaid I. W. his heirs and aſſigns, except ſuch perſon or perſons as ſhall claim by force of Leaſe before excepted, ſhall and will at all times hereafter for and during the term of three years next enſuing the day of the date of theſe preſents, do, make, acknowledge, execute and ſuffer, or cauſe to be made, done, knowledged, executed and ſuffered, all & every ſuch further lawful act and acts, thing and things, device and devices, conveyances and aſſurances in the Law whatſoever, with warranty againſt him the ſaid I. W. and his Heirs, for the further and more aſſurance and ſure-making of the ſaid Mannors, Lands, Tenements, and of all and ſingular other the premiſſes, with the appurtenances, and every part and parcel thereof, to be had and made ſure unto the ſaid R. D. and B. their heirs and aſſigns for ever abſo-

Covenant for further aſſurance.

lutely without any manner of condition or other limitation, be it by fine or fines with proclamation, with warranty againſt him the ſaid I. W. his heirs and aſſigns, recovery with double and ſingle Voucher or Vouchers, Deed or Deeds enrolled, the enrolment of this preſent Feoſment, with warranty againſt him the ſaid I. W. his heirs and aſſigns; releaſe with confirmation with the like warranty, or without warranty, or by any or as many of the deviſes, waies and means aforeſaid, as by the ſaid R. D. and B. or either of them, their heirs or aſſigns, or by their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, at the only coſts and charges of the ſaid R. D. and B. their heirs and aſſigns; ſo that the ſaid I. nor M his wife, be not compelled to travel from his or their homes or uſual places of abode, further than the Cities of London and Weſtminſter, about the ſame aſſurances. And moreover, the ſaid I. W. for himſelf, his heirs, executors and adminiſtrators, doth covenant promiſe & grant to and with the ſaid R. D. and B. and either of them, and to and with the heirs and aſſignes of either and every of them by theſe preſents in manner and form following (That is to ſay) that if it ſhall happen at any time within twelve years next after the date hereof, the ſaid R. D. and B. and either of them, their, or either of their heirs or aſſignes, to be lawfully evicted of or from the ſaid Mannor, or any of the Lands, Tenements and other the aforeſaid premiſſes, without any fraud or coven of the ſaid R. D. and B. or either of them, their heirs or aſſigns, by reaſon of any right, title, eſtate or intereſt to be had or made by R. W. the Grand-father, or I. W. the Father of the ſaid I. or the ſaid I. or by any other perſon or perſons,

If the buyer be lawfully evicted within 12. years, the ſellers to pay 5l. an acre.

perſons, claiming in, by or under their or any of their eſtates, titles, or intereſts; That then he the ſaid I. his heirs, executors or adminiſtrators, or ſome of them, ſhall and will within 6 moneths next after ſuch eviction ſo to be had of the ſaid Mannor, or of any other the premiſſes, or any part or parcel ther-of, upon reaſonable requeſt to be made at or in the &c. well and truly pay or cauſe to be paid unto the ſaid R D. and *B.* their heirs and aſſigns, for every acre 5l. and ſo after that rate, and rate-like, and that without fraud, coven or further delay. In witneſs &c.

An Indenture to lead the uſe of a Fine.

THis Indenture made the &c. Between F. G. of &c. of the one part, and R. W. of &c. of the other part, Whereas it is condeſcended unto and agreed between the ſaid F. G. his heirs &c. and the ſaid R. W. his heirs &c. that the ſaid F. G. his heirs ſhall from time to time during 2 years next enſuing the date of theſe Indentures, do, cauſe, ſuffer and make ſuch aſſurance of his Mannors of M. and S. in the County of D. and of the Advowſon of the Church of A. and of all his Lands, Tenements, Rents, Reverſions, Services and Hereditaments whatſoever in M. and D. in the County of D. in ſuch manner and form, as by the ſaid R. W. his Heirs and Aſſignes, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed or required, at the coſts and charges of the ſaid R. W. Now witneſſeth this Indenture, That the ſaid R. W. hath deviſed, that the ſaid F. G. at the Term of Saint *Hilary* next enſuing the date above written, ſhall levy and acknowledge one fine &c. of the ſaid Mannors, Lands, Tenements, Advowſons, and all other the premiſſes,

miſſes, to the ſaid R. W. and his heirs in due form of Law: which fine ſo to be had, levyed and executed, touching and concerning the ſaid Mannor of M. &c. and all the Lands, Tenements, Meadows, Leaſows, Paſtures and Hereditaments, with the appurtenances, to the ſaid Mannor of M. &c. belonging, The ſaid F. G. for himſelf and his heirs, doth covenant and grant to and with the ſaid R. W. by theſe preſents, ſhall ſtand and be to the uſe of the ſaid F. G. during his life, without impeachment of waſte; and after his deceaſe, to the uſe of the ſaid R. W. and D. his wife, and of the heirs of the ſaid R. on the body of the ſaid D. lawfully begotten; and for default of ſuch iſſue, to the right heirs of the ſaid R. W. for ever. And which fine ſo to be levied and executed, touching and concerning all the reſidue of the premiſſes, The ſaid F. G. for him and his heirs, doth covenant and grant to and with R. W. by theſe preſents, That the ſaid fine ſhall ſtand and be to the uſe of the ſaid F. G. and I. now his wife, and the heirs of the ſaid F. upon the body of the ſaid I. begotten; And for default of ſuch iſſue, then to the uſe of the ſaid R. W. and D. and of the heirs of the body of the ſaid R. and D. between them lawfully begotten; and for default of ſuch iſſue, then to the right Heirs of the ſaid R. W. for ever. In witneſs &c.

An Indenture of Demiſe of divers Lands, &c. in conſideration of a ſum of money, paying a Pepper-Corn yearly.

THis Indenture made the third day of May 1649 &c. Between Sir T. B. of D. in the County of &c. Knight and Baronet, and M. H. of D. aforeſaid, Gentleman, Servant to the ſaid Sir T. B. of the one part, and Sir W. T. of G. in the County of N. Knight, of

of the other part, Witneſſeth, That the ſaid Sir T. B. and M. H. as well for and in conſideration of the ſum of &c. of lawfull money of *England* to them in hand paid before the enſealing and delivery hereof, by the ſaid Sir W. T. whereof and wherewith the ſaid Sir T. B. doth acknowledge himſelf ſatisfied, contented and paid, and thereof, and of every part and parcel thereof, doth acquit and diſcharge the ſaid Sir W. T. his heirs, executors and adminiſtrators, and every of them by theſe preſents; as alſo for divers other good cauſes and conſiderations them hereunto moving, Have demiſed, granted, and to farm-letten, and by theſe preſents do demiſe, grant, and to farm-let, unto the ſaid Sir W. T. his executors, adminiſtrators and aſſignes, all thoſe ſeverall Cloſes or parcels of Land, Meadow, Paſture and Arable. called or known by their ſeveral names following; (That is to ſay) One Cloſe or parcel of ground, called D. containing by eſtimation &c. acres, be the ſame more or leſs: And one other Cloſe or parcell of Land, called E. containing by eſtimation &c. acres, be the ſame more or leſſe: And one Cloſe or parcell of Land, called C. containing by eſtimation &c. acres be the ſame more or leſſe, &c. All and ſingular which ſaid Cloſes and parcels of Land, are ſituate, lying and being within the Fields, Pariſhes, Precincts and Territories, of H. *alias* H. in the County of L and are part and parcel, or reputed and taken to be part and parcell of the Mannor H. *alias* H. aforeſaid: And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchads, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Woods, Under-woods, Trees, Buſhes, Fences, Freebords, Waies, Eaſments, and all other Rights, Juriſdictions, Privileges, Franchiſes, Liberties, Profits, Conditions, Emoluments and Hereditaments whatſoever, growing, ariſing, being, coming or iſſuing

ing in, upon or out of the premiſſes, and every part and parcel thereof, or to the ſame or any part thereof belonging or appertaining. To have and to hold all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſſes, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid Sir W. T. his executors, adminiſtrators and aſſignes, from the firſt day of *May* laſt paſt, before the date hereof, unto the full end and term of one thouſand years from thence next immeditately enſuing,& fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term, unto the ſaid Sir T. B. his heirs or aſſignes, one Pepper-Corn, at the Feaſt of Saint *Michael* the Arch-angel, only, if the ſame be lawfully demanded. And the ſaid Sir T. B. and M. H. for them, their Heirs and Aſſignes, do jointly and ſeverally covenant, grant and agree to and with the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, and every of them, by theſe preſents, That he the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the premiſſes before by theſe preſents demiſed, and every part and parcell thereof, with their and every of their rights, members and appurtenances, without the lawfull let, ſute, trouble, eviction, expulſion, interruption or demand of or by the ſaid Sir T. B. and M. H. or the heirs or aſſigns of either of them, or of or by any other perſon or perſons, lawfully claiming from, by or under them or any of them, or their or any of their uſes; or by, from or under their or any of their title, eſtate, means or procurement; as alſo acquitted and diſcharged, or within convenient time after reaſonable requeſt thereof to be made, well and ſufficiently ſayed, and kept harmleſs of and from all

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and all manner of former and other Bargains, Sales, Eſtates, former Leaſes, Titles, Dowers, Rights, or Titles of Dower, Jointures, Uſes, Entails, Wills, Rent-Charges, Rent, Services, Arrearages of Rents, Statutes, Recognizances, Judgements, Executions, Titles, Troubles, Charges and Demands whatſoever, had, made, done, committed, or wittingly and willingly ſuffered by the ſaid Sir T. B. and M. H. their heirs or aſſigns, or any of them; or of or by any other perſon or perſons whatſoever, lawfully claiming by, from or under them or any of them, or to their or any of their uſes, or by their or any of their titles, eſtates, means or procurement. In witneſſe whereof, the parties firſt above named to theſe preſent Indentures have interchangably ſet their hands and ſeals the day and year firſt above-written.

An Indenture of re-demiſe of the former demiſed premiſes to the ſame parties, reſerving the Rent of 250 l. with a proviſo, that the ſame ſhall ceaſe upon the payment of the ſum of money in the former Demiſe ſpecified.

THis Indenture made the &c. day of &c. Between Sir W. T. of G. in the County of N. Knight, of the one part, and Sir T. B. of D. in the County of N. Knight and Baronet, and M. H. of D. aforeſaid in the ſaid County of N. Gentleman, Servant of the ſaid Sir T. B. of the other part, Witneſſeth, That the ſaid Sir W. T. as well for and in conſideration of the yearly rent hereunder reſerved well and truly to be contented and paid in manner and form hereunder expreſſed; As alſo for divers other good conſiderations him at this preſent thereunto eſpecially moving, Hath demiſed, granted, and to farm letten, and by theſe preſents doth demiſe, grant and to farm-

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let unto the ſaid Sir T. B. and M. H. and the Executors, adminiſtrators and aſſigns, of the ſaid Sir T. B. All thoſe ſeveral Cloſes, or parcels of Lands, Meadows, paſtures and arable, called or known by the ſeveral names following (That is to ſay) one Cloſe or parcel of ground, called D. containing by eſtimation &c. acres, be the ſame more or leſs (and ſo go on, as in the demiſe) All and ſingular which ſaid Cloſes, and parcels of Lands, are ſituate, lying and being within the fields, Pariſhes, Precincts and Territories of H. alias H. in the County of L. and are part and parcell, or reputed and taken to be part and parcell of the Mannor of H. alias H. aforeſaid; And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, VVoods, Vnderwoods, Trees, Buſhes, Fences, Free-bords, VVaies, Eaſments, and all other Rights, Juriſdictions, Privileges, Franchiſes, Liberties, Profits, Commodities, Emoluments and Hereditaments whatſoever, growing, being, ariſing, comming, or iſſuing, in, upon or out of the premiſſes, and every part and parcel thereof, or to the ſame, or any part thereof belonging; To have and to hold all and ſingular the ſaid Cloſes and parcells of Land, and all and ſingular the premiſſes, and every part and parcell thereof, with their and every of their rights, members and appurtenances, unto the ſaid Sir T. B. and M. H. and the Executors, Adminiſtrators and aſſigns of the ſaid Sir T. B. from the firſt of *May* laſt paſt before the date hereof, unto the full end and term of nine hundred ninety and nine years from thence next and immediately enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term, unto the ſaid Sir VV. T. his Executors, Adminiſtrators and aſſigns, at or in the South poreh of the Pariſh Church of D. aforeſaid, the ſumme of two hun-

hundred and fifty pounds of current Engliſh money, at two uſual Feaſts or terms of the year, that is to ſay, at the Feaſt of *Philip* and *Jacob*, and *All Saints*, by even and equal portions. And if it ſhall happen the ſaid yearly rent of &c. or any part or parcell thereof, to be behind and unpaid, after either of the aforeſaid feaſt-daies of payment, in which the ſame ought to be paid, by the ſpace of fifteen daies, that then and from thenceforth it ſhall and may be lawfull to and for the ſaid W. T. his Executors, Adminiſtrators and Aſſigns, and every of them, in all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the Premiſſes, and every part and parcel thereof, with their and every of their appurtenances, wholly to re-enter, re-poſſeſs, re-enjoy, have again and detain, as in his and their former eſtate; this Indenture, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding. Provided alwayes, and it is covenanted, condeſcended unto, concluded and agreed by and betwixt all the parties in theſe preſents, That if the ſaid Sir T. B. his executors, adminiſtrators or aſſigns, upon half a years warning thereof, by writing under his or their hands before-hand to be given by the ſaid Sir T. B. his executors, adminiſtrators or aſſignes, unto the ſaid Sir W. T. his executors, adminiſtrators or aſſignes, ſhall and will at or on the firſt day of *May*, or the Feaſt of *All Saints*, during the ſaid term in and hereby demiſed, at or in the place aforeſaid, pay or cauſe to be paid unto the ſaid Sir W. T. his executors, adminiſtrators and aſſignes, at one whole and entire payment the ſum of five hundred pounds of current Engliſh money, over and beſide the ſaid rent above reſerved, at ſuch day or days as before in theſe preſents are limitted and appointed to & for the payment of *Proviſo.*

of the ſaid rent before reſerved; that then from and after ſuch payment or payments of every of the ſaid ſum or ſums of five hundred pounds, as aforeſaid, endorſed upon both parts of theſe Indentures, and ſubſcribed by the ſaid Sir W. T. his Executors, Adminiſtrators or Aſſignes, for every five hundred pounds that ſhall be paid, as aforeſaid, the full and entire ſum of fifty pounds of the ſaid two hundred & fifty pounds rent, reſerved as aforeſaid, ſhall ceaſe and be determined; the ſaid reſervation, or any thing in theſe Indentures contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid Sir W. T. for him, his Executors, Adminiſtrators and Aſſigns, doth covenant, grant and agree, to and with the ſaid Sir T. B and M. H. their Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid Sr. W. T. his executors, adminiſtrat. or aſſigns, ſhall and will within 6 moneths next after the payment of the ſum of 2500 l. by ſuch payment or payments of 500 l. as aforeſaid, deliver or cauſe to be delivered up unto the ſaid Sir T. B. and the ſaid M. H. their Executors, Adminiſtrators or Aſſigns, or one of them, one Indenture of Demiſe made from the ſaid Sir T. B. and M. H. unto the ſaid Sir W. T. of all and ſingular the premiſſes herein before demiſed as aforeſaid, bearing date the third day of *May*, in the year of &c. In witneſs whereof the parties above named &c.

A Leaſe of a houſe in London.

THis Indenture made the &c. between R. R. Citizen, and &c. on the one part, and N. D. Citizen and &c. on the other part, Witneſſeth, that the ſaid R. R. for divers good cauſes and valuable conſiderations him herunto eſpecially moving, Hath demiſed, granted, betaken and to farm letten, and by theſe preſents doth demiſe, grant, betake and to farm-let unto the ſaid N. D. all that Meſſuage or Tenement, with the appurtenances, lying and being in or neer Fleet-ſtreet, in the pariſh of Saint Dunſt. in the Weſt, Lond. between the Meſſuage or Tenement there called the F. now in the occupation of P. G. Merchant-Tayler, or his Aſſignes, on the Eaſt-ſide, and the Meſſuage or Tenement now in the tenure or occupation of one A. M. widow, on the Weſt-ſide, and abutting upon the Garden adjoining to the Temple Church, toward the South, and upon the high ſtreet toward the North, together withall and ſingular Shops, Sellers, Sollers, Chambers, rooms, waies, entries, yards, backſides, houſes, buildings, gutters, water-courſes, eaſements, profits, cõmodities, & appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging or in any wiſe appertaining; and alſo all manner of wainſcot, glaſs-windows, doors and locks, in and upon the ſame Meſſuage or Tenement, and other the premiſſes before mention'd, to be demiſ'd belonging, which ſaid Meſſuage, and all and ſingular other the demiſed premiſſes, are now in the tenure or occupation of the ſaid N. D. *To have and to hold* the ſaid Meſſuage, Tenement, Shops, Sellers, Sollers, &c. and all other the aforeſaid premiſſes, with all & ſingular their appurtenances, before in and by theſe preſents demiſ'd

and every part and parcel therof unto the ſaid N.D. his Executors, Adminiſtrators and Aſſigns, from the feaſt-day of &c. unto the full end and term of &c. years from thence next enſuing, & fully to be compleated and ended: Yielding and paying therefore yearly during the ſaid term, unto the ſaid R.R. his Heirs and Aſſignes, the ſumme of &c. at four of the moſt uſual feaſts or terms of payment in the year, (that is to ſay) at the Feaſt of &c. by even and equal portions: And if it ſhall happen the ſaid yearly rent of &c. to be behind and unpaid in part or in all by the ſpace of &c. next over or after any of the ſaid feaſts or daies of payment, in which the ſame ought to be paid as aforeſaid, being lawfully demãded, that then & from thenceforth & at all times afterwards, it ſhall and may be lawful to and for the ſaid R.R his heirs & aſſigns, & every of them, into the ſaid Meſſuage or Tenement, and all other the aforeſaid premiſſes, with all and ſingular their appurtenances before by theſe preſents demiſed or mentioned to be demiſed, and into every part and parcel thereof wholly to re enter and the ſame to have again, retain, enjoy and repoſſeſs, as in his or their firſt and former eſtate or eſtates; and the ſaid N.D. his Executors, Adminiſtrators and Aſſigns, and all other the occupiers and poſſeſſors thereof, thereout and from thence utterly to expell, put out and amove, any thing herein before ſpecified to the contrary in any wiſe notwithſtanding. And the ſaid N.D. for himſelf, his Executors, Adminiſtrators, and Aſſignes, and for every of them, doth Covenant, promiſe and grant to and with the ſaid R.R. his Executors, Adminiſtrators and Aſſigns, and to & with every of them, by theſe preſents, in manner

A Covenant to lay out the ſum of &c. on repair and new building the premiſes within three years.

manner and form following (*viz.*) *after the date* That he the ſaid N. D. his Execu-
tors, Adminiſtrators or Aſſignes, or ſome of them, at his and their own proper coſts and charges, ſhall and will within the time and ſpace of three years next enſuing the date of theſe preſents: expend and beſtow in and about the new building, repairing or bettering of the premiſſes hereby demiſed, the value or ſum of &c. of lawfull money of *England*, at the leaſt; *And alſo* ſhall and will at his and their like coſt and charges, well and ſufficiently repair, uphold, ſuſtain and keep, maintain and amend the ſaid Meſſuage or Tenement and new building to be erected, and all & ſingular other the premiſſes with th'appurtenances, and every part and parcel thereof, in, by and with all and all manner of needfull and neceſſary reparation whatſoever, from time to time, and at all times hereafter, when and as often as need and occaſion ſhall require, during the ſaid term hereby granted; *And alſo* all the pavements, privies, ſedges, and widdraughts to the ſaid Meſſuage or Tenement belonging ſhall cauſe to be paved, purged, ſcoured, emptied and made clean as often and when as need ſhall be and require, during the ſaid term of &c. by theſe preſents granted, and the ſame premiſſes ſo wel & ſufficiently repaired, ſupported, maintained, purged, paved, ſcoured, emptied, made clean and amended, together with the Locks, Keys, Bolts, Staples, latches, hooks, hinges, windows, doors, and glaſs of the ſame premiſſes, ſo well and ſufficiently made, glaſed and amended, in the end of the ſaid term of &c. or other ſooner expiration or determination of this preſent Leaſe, ſhall leave and yield up unto the ſaid R. R. his heirs and aſſigns. And alſo that it ſhall and may be lawfull to and for the ſaid R. R. his heirs, executors, adminiſtrators and aſſignes, and e-

very of them, 4 times, or oftner every year, yearly during the ſaid term, to enter and come into, and upon the ſaid Meſſuage or Tenement, and all other the premiſſes with the appurtenances, and into every part and parcel therof, there to view, ſearch and ſee what default, for want of reparations ſhall be found defective and neceſſary to be done in and about the demiſed premiſſes or any part therof, and of all ſuch defaults for want of reparations then & there found to give or leave notice, admonition or warning in writing, to and for the ſaid N. D. his Executors, Adminiſtrators or aſſigns, for the repairing and amending thereof. And further that he the ſaid N.D. his executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will within one moneth next enſuing every ſuch admonition or warning, left or given as aforeſaid, well and ſufficiently repair and amend the ſame, and ſhall alſo diſcharge and pay all Church duties, Scavengers wages, watchings, wardings and all other taxes, impoſitions, duties, and charges which ſhall or may at any time or times hereafter during the ſaid term, be charged or impoſed upon him the ſaid N.D. his Executors, Adminiſtrators or Aſſigns, for or by reaſon of the premiſes hereby demiſed or any part therof. And laſtly, the ſaid R.R. for himſelf, his executors &c. that he the ſaid N.D. his Executors &c. Adminiſtrators and aſſigns, and every of them, for, by and under the payment of the yearly rent aforeſaid, above, in and by theſe preſents reſerved, and under the Covenants Grants, Articles and Agreements, in theſe preſents contained, ſhall and may for and during all the ſaid term of etc. by theſe preſents granted, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes with th'appurte-

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nances, by theſe preſents demiſed or mentioned to be demiſed, and every part and parcel thereof, without any manner of lawful let, ſuit, trouble, diſturbance or eviction of the ſaid R. R. his heirs or aſſigns, or of any other perſon or perſons whatſoever, by or through his means, aſſent, conſent, right, title or procurement. In witneſs whereof &c.

A Defeazance upon a Bond ſued to a Judgement.

THis Indenture made the &c. between W. R. of &c on the one part, and I. P. & G. A. of &c. on the other part, witneſſeth, that wheras the ſaid I. and G. together with one E. A. of &c. by one Obligation bearing date &c. became jointly and ſeverally bounden unto the ſaid W. R. in the ſum of &c. with condition thereupon made for the payment of &c. as by the ſame obligation and condition thereof, at large appeareth, which ſaid ſum of &c. or any part therof, or any thing in lieu of the ſame was not paid unto the ſaid W. R. in the ſaid obligation named, nor at any time before nor ſithence: By means wherof the ſaid obligation became forfeited: and wheras the ſaid W. R. hath brought ſeveral actions of debt in the Kings Majeſties Court of Common Pleas at Weſtminſter upon the ſaid obligation againſt the ſaid I. P. and G. A. upon which ſaid actions, ſeveral judgements are had and obtain'd in the ſaid Court: yet nevertheleſs the ſaid W. R. is contented & pleaſed, and doth covenant that neither he the ſaid W. R. his executors, adminiſtrators or aſſigns or any of them ſhall at any time before &c. take out any execution or executions upon the ſaid Judgements or either of them. And further, the ſaid W. R. doth etc. that if the ſaid I. P. and A. G. or either of them *Not to take out execution until &c.*

To acknowledge satisfaction on payment of the &c.

them &c. do pay etc. That then he the ſaid W. R. his executors, or adminiſtrat. ſhall upon requeſt made, and at the charges of the ſaid I. P. and G. A. &c. acknowledge ſatisfaction upon record of & for the ſaid ſeveral judgements: And ſhall alſo deliver unto them the ſaid &c. the ſaid Obligation to be cancelled: And the ſaid I. P. and G. A. to be thereof, and of the ſaid ſeveral judgement diſcharged. In witneſs &c.

An Indenture of partition, where one had a greater ſhare than the other, for which a ſum was paid &c.

THis Indenture made &c. Between I. H. &c. on the one part, and I. M. &c. on the other part, Witneſſeth, That the ſaid I. H. and I. M. are and do now ſtand ſeized in their Demeaſn as of Fee in Common & undivided of and in one Meſſuage or Tenement, & one Yard land thereunto belonging, now or late in the tenure of &c. ſituate &c. It is (now to the end a perpetual partition & diviſion ſhall be had and made between the ſaid parties, of and in the ſaid &c. and other the premiſſes aforeſaid) covenanted, concluded and agreed by and between the ſaid parties to theſe preſents in manner and form following. And firſt, the ſaid I. H. for himſelf &c. that he the ſaid I. M. his heirs and aſſignes ſhall from henceforth have, hold, and peaceably enjoy in ſeveralty to him and to his heirs for ever, to his and their own proper uſe and behoof, the one moity or half part of the ſaid Meſſuage or Tenement, and one yard land with the appurtenances, that is to ſay &c. And that he the ſaid I. H. nor his heirs, ſhall from henceforth claim

claim or demand any right, title, uſe or poſſeſſion in or to the ſame, or any part thereof, but that the ſaid I. H. and his heirs and aſſigns, ſhall at all time and times hereafter, from all Actions, Right, Title and demand thereof, or thereunto be utterly excluded, and for ever debarred by theſe preſents. And the ſaid I. M. for himſelf &c. that he the ſaid I. H. his heirs and aſſigns, ſhall from henceforth have, hold and peaceably enjoy in ſeveralty to him the ſaid I. H. his heirs and aſſignes for ever, to his and their own proper uſe and behoof, the other moiety or half part of the ſaid meſſuage &c. and that he the ſaid I. M. nor his heirs ſhal not from henceforth claim &c. (*ut ſupra*) and in conſideration of the ſaid portions, and foraſmuch as the part & portions by theſe preſents alotted and aſſigned to the ſaid I. H. and his heirs, were at the enſealing, hereof, of more & greater value than the ſaid part and portion before alotted and aſſigned to the ſaid I. M. and his heirs, he the ſaid I. H. hath at the enſealing and delivery of theſe preſents well and truly paid to the ſaid I. M. the ſum of &c. the receipt whereof the ſaid I. M. doth hereby acknowledg, & therof, & of every part thereof doth acquit, exonerate and for ever diſcharge the ſaid I. H. &c. by theſe preſents In witneſs wherof &c.

A Grant of a Rent reſerved by Leaſe.

THis Indenture made the &c. between *W. B.* of &c. and A. B, of &c. witneſſeth, that whereas the ſaid W. B. by his Indenture of Leaſe bearing date the &c. (reciting the Leaſe) as in and by the ſame recited Indenture of Leaſe &c. Now this Indenture further witneſſeth, That the ſaid W. B. for and in conſideration of a certain competent ſumme of &c. Hath demiſed, granted, bargained and to farm-letten

and by theſe preſents doth demiſe, grant & to farm-let unto the ſaid A. B. the reverſion and remain-der of the ſaid Shop, ware-houſe, Chambers, and o-ther the premiſſes by the ſaid Indenture of leaſe de-miſed, Together alſo with the ſaid yearly rent of &c. thereby reſerved, and the Counter-part of the ſame Indenture of leaſe under the hand and ſeal of the ſaid &c. To have, hold, poſſeſs and enjoy the ſaid Reverſion and Rent of &c. and every part thereof unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe pre-ſents forwards, for and during all the reſidue of the aforeſaid term of &c. yet to come and unexpired; *Yielding and paying* therefore yearly during the ſaid term; unto the ſaid W. B. his Executors or Aſ-ſigns, at the Feaſt of &c. only one Pepper-corn, if the ſame ſhall be lawfully demanded. And the ſaid W. B. for himſelf &c. that he the ſaid W. B. at the time of the enſealing and delivery of theſe pre-ſents, is the true, perfect and lawful owner and poſ-ſeſſor of the ſaid demiſed reverſion and rent; And is at the enſealing and delivery of theſe preſents, law-fully and abſolutely poſſeſſed thereof. And that he the ſaid W. B. hath full power; good right, true title and lawful Authority, to demiſe and grant the ſaid reverſion and rent of &c. unto the ſaid A. B. his Executors, Adminiſtrators and Aſſignes, for and during all the reſt and reſidue of the ſaid term of &c. in manner and form aforeſaid, according to the true intent and meaning of theſe preſents. And further, that the ſaid W. B. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, from time to time, and at all times hereafter, during the ſaid term, ſhall and will clearly exonerate, acquit, diſcharge, ſave and keep harmleſs as well the ſaid A. B. his Executors, Adminiſtrators, and Aſſignes,

as

as the ſaid demiſed Reverſion and Rent, of and from all former and other bargains, ſales, gifts, grants, leaſes, forfeitures, titles, claims, demands and incumbrances whatſoever. And moreover, the ſaid W. B. for himſelf &c. that the ſaid yearly Rent of &c. ſhall continue, remain and be from henceforth, during the reſt and reſidue of the ſaid term yet to come and unexpired, before mentioned, due and payable unto the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, according to the ſaid Indenture of Leaſe, and the tenor, effect and true meaning of theſe preſents. In witneſs &c.

Note that the Tenant muſt attorn, or nothing paſſeth &c.

An Annuity or yearly Rent-charge.

THis Indenture made &c. Between A. B. of &c. Gentleman, on the one part, and C. D. of &c. on the other part, Witneſſeth, that the ſaid A. B. for and in conſideration of the ſum of &c. to him in hand paid, before the enſealing & delivery hereof by the ſaid C. D. the receipt whereof he the ſaid A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate and for ever diſcharge the ſaid C. D. his Executors &c. by theſe preſents hath given, granted and confirm'd and by theſe preſents doth give, grant and confirm unto the ſaid C. D. one Annuity or yearly rent-charge of &c. to be had, taken, perceived and received, and to be iſſuing and going out, of and in all and ſingular the Meſſuages, Lands, Tenements and Hereditaments whatſoever of the ſaid A. B. as well in &c. as elſewhere within the Realm of

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England, to be paid at four Feasts or terms in the year, that is to say, at the &c. by even and equal portions; the first payment thereof to be made and begin on the &c. To have, hold, receive, perceive, take and enjoy the said Annuity or yearly rent-charge of &c. unto the said C. D. his Executors, Administrators or Assignes, to be paid at the four Feasts aforesaid, in form before declared, from the day of the date of these presents, unto the full end and term of &c. And if it shall happen the said Annuity or yearly rent of &c. to be behind and unpaid in part or in all after any of the said Feast-dayes or terms of payment thereof aforesaid, in which it is appointed to be paid, That then and so often as the same, or any part thereof, shall be so behind and unpaid, the said A.B. granteth and agreeth for himself, his Heirs, Executors, Administrators and Assignes, to and with &c. that it shall and may be lawfull to, and for the said C. D. his Executors, Administrators and Assignes, and every or any of them, into all and singular the said Messuages, Lands, Tenements and Hereditaments of the said A. B. as well in &c. aforesaid, as elsewhere within the Realm of *England*, to enter and distrain both for the Annuity aforesaid and the Arrearages thereof (if any be) and the distresse and distresses there from time to time found and taken, to bear, lead, drive, take and carry away, and the same to with hold, detain, keep & impound: untill the same Annuity or yearly rent-charge of &c. and the arrearages thereof (if any such shall be) the said C. D. his &c. be fully satisfied, contented and paid. And the said A. B. hath put the aforesaid C. D. in full possession of the said Annuity or yearly rent-charge of &c in form as aforesaid (to be had, receiv'd and taken) by the delivery and payment of the sum of &c. which the said A. B. hath at the ensealing & delivery

delivery of theſe preſents given and delivered unto the ſaid C. D. in name of poſſeſſion of the ſaid Annuity, And the ſaid A. B. for himſelf &c. that the ſaid A. B. his &c. ſhall and will from time to time and at all times during the ſaid term of &c. well and truly pay or cauſe to be paid to the ſaid C.D.his &c. or ſome of them, the ſaid Annuity or yearly rent of &c. in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. In witneſs whereof &c.

An *Indenture of an* Apprenticeſhip.

THis Indenture Witneſſeth, That E. B. Son of I. *B.* late of &c. of his free and voluntary will hath put himſelf Apprentice to R. W. C. and etc. the ſcience or trade which he now uſeth to be taught, and with him after the manner of an apprentice to dwell and ſerve from the feaſt of &c. unto the full end and term of etc. from thence next enſuing and etc, by all which term of etc. the ſaid apprentice, the ſaid E.B. well and truly ſhall ſerve his ſecrets ſhall keep cloſe, his commandements, lawfull and honeſt every where, he ſhall gladly do; hurt to his ſaid Maſter he ſhall not do nor ſuffer to be done, to the value of twelve pence or more by the year; but ſhall let it if he may, or elſe immediately admoniſh his ſaid Maſter thereof; the goods of his ſaid Maſter he ſhall not inordinately waſte, nor them to any body lend. At dice or at any other unlawfull game he ſhall not play, whereby his Maſter may incur any hurt, Fornication in the houſe of his ſaid Maſter, or elſewhere he ſhall not commit: Marrimony he ſhall not contract: Taverns he ſhall not frequent, with his own proper goods or any others during the ſaid term, without the ſpecial licenſe of his

his Maſter he ſhall not Merchandiſe, from the ſervice of his ſaid Maſter day nor night he ſhall not abſent or prolong himſelf; but in all things as a goodly a faithful apprentice, ſhall bear and behave himſelf towards his ſaid Maſter and Miſtris and all his, during the term aforeſaid. And the ſaid R. B. to his ſaid apprentice the ſcience or art which he now uſeth, ſhall teach & inform, or cauſe to be taught or informed the beſt way that he may or can: and alſo ſhall find to his ſaid apprentice apparel, meat, drink and bedding, and all other neceſſaries meet and convenient for an apprentice, for and during the term aforeſaid. In witneſs &c.

A bargain and ſale of a Mannor.

THis Indenture made &c. Between I. H. of &c. and R. B. of &c. Eſquires, of the one part, and W. of &c. on the other part: Witneſſeth, That whereas T. H. of &c. Father of the ſaid I. H. by his Writing or Deed indented, bearing date the &c. in the ſixteenth year of &c. for the conſiderations therein expreſſed, did demiſe, grant, ſet and to farm-let unto the ſaid I. H. his ſaid Son &c. All thoſe three yard lands, with the appurtenances in W. aforeſaid: being or being accounted to be the antient Demeſn Lands of the Mannor of W. heretofore purchaſed by the ſaid T. H. of R. S. Eſq; And alſo all that his yard and half of land lying in W. aforeſaid, then lately purchaſed of one H. H. with all Hades, Leyes, Banks, Lot graſs, Commons, Profits, Waies, Eaſements, Commodities and appurtenances &c. thereunto belonging: And all that Dove-houſe, Cloſe & new orchard in W. aforſaid, to the ſaid &c. belonging or appertaining, or therwith uſed, occupi'd or enjoied, as in &c. except &c. To have and to hold the ſaid three

three yard lands, Cloſe, Orchard and all other the premiſſes (except before excepted) unto the ſaid I. H. his executors and aſſigns, for and during and unto the full end and term of &c. from thenceforth next and immediatly enſuing, if the ſaid T. H. ſhould ſo long live, for and under the &c. payable, as by the ſaid writing or deed indented, relation being thereunto had more at large it doth and may appear. And whereas further the ſaid T. H. by one other writing or Deed indented, bearing date &c. for and in conſideration of the natural love and fatherly affection that he the ſaid T. H. did bear to the ſaid I. H. and to the children of the ſaid I. H. being his Grandchildren, and for the ſetling of the Mannors, Lands, Tenements and Hereditaments (in the ſaid Deed indented expreſſed) in his name and bloud, did in and by the ſaid laſt mentioned Deed indented, covenant and grant for himſelf and his heirs, to and with the ſaid I. H. and his heirs, that he the ſaid T. H. and his heirs, ſhould and would immediately from thenceforth ſtand and be ſeized of and in all that the Mannor or reputed Mannor of W. in the County of O. & of and in all that the Capital Meſſuage of W. in the County of O. wherin the ſaid T. H. then dwelt, with all and ſingular their and every of their rights, rents quit-rents, members and appurtenances whatſoever; And of and in all thoſe three yard Lands, called or known by the name of the antient Demeaſn Lands of the ſaid Mannor. And of and in all that yard and half of Land, lying in W. aforeſrid, which the ſaid T. A. had lately purchaſed, as aforeſaid is expreſſed, And of and in all and ſingular Meſſuages, Lands, Tenements & Hereditaments of the ſaid T. H. in W. aforeſaid, (the Advowſon of the C. of W. aforeſaid, excepted) to the uſe and behoof of the ſaid T. H. hor & during his natural life, without impeachment

of

of or for any manner of waſte, and after his deceaſe to the uſe and behoof of the ſaid I.H. & his heirs for ever, as by the ſaid laſt mẽtioned Indẽture acknowledged and enrolled in his Majeſties high and honorable Court of Chancery more at large it will and may appear. By force & vertue of which ſaid recited Indenture of Leaſe, he the ſaid I. H. is in and upon the ſaid premiſſes entred, and was and is by force of the ſaid recited Indenture, and by force of the Statute made the &c. in the &c. for the transferring of uſes into poſſeſſions, as wel of the ſaid term of threeſcore years, as of the ſaid remainder expectant, after the death of the ſaid T. H. poſſeſſed and ſeized. And he the ſaid I. H. being ſo of the ſaid premiſſes poſſeſſed and ſeized, did afterwarwards by his Indenture bearing date, &c. and inrolled in the high Court of Chancery, for the conſideration therein expreſſed, give, grant, bargain, ſell, aſſign, ſet over & confirm unto the ſaid R.B. his executors, &c. all and ſingular the before mentioned premiſſes, with their appurtenances, & every part and parcel thereof, as in and by the ſaid laſt mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which ſaid bargain and ſale was and is upon condition, that if the ſaid I. H. &c. ſhould or did pay &c. on the &c. at or in the &c. unto the ſaid R. B. his &c. That then the ſaid Indenture of bargain and ſale to be void; as in and by one Indenture made between the ſaid I. H. on the one part, and the ſaid R.B. on the other part, bearing date &c. to which reference being had more at large it doth and may appear. Now this Indenture further witneſſeth, That the ſaid I. H. and R. B. for and in conſideration of the ſum of &c. to them by the ſaid W.P. before the enſealing and delivery of theſe preſents, well and truly in hand paid, wherof and wherwith

with the ſaid I. H. and R. B. do acknowledge themſelves to be fully ſatisfied, contented and paid, and thereof, and of every part and parcell thereof, &c. have granted, bargained, ſold, aſſigned, ſet over and confirmed, and by theſe preſents do fully, clearly and abſolutely grant, bargain, ſell, aſſign, ſet over and confirm unto the ſaid W. P. his &c. not onely the ſaid recited Indenture of leaſe, & all their eſtate, right, title, intereſt and term of years therin yet to come and unexpired; But alſo all the ſaid Mannor of W. and Capital Meſſuage in the ſaid County of O. with the appurtenances: Together with the ſaid three yard-land, called by the name of the Antient Demeaſn Lands of the ſaid Mannor: And alſo all that yard and half of Land in W. aforeſaid, which the ſaid T. H. purchaſed of the ſaid H. H. as aforeſaid; And alſo all and ſingular Out-houſes, Barns, Stables, Dove houſes, Yards, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Under-woods, Water, Water-courſes, Fiſhing, Waies, Eaſments, Profits, Commodities, and Hereditaments whatſoever, to the ſaid Mannor of W. and other the premiſſes aforeſaid, or to any part or parcell thereof belonging, or in any wiſe appertaining, or therwithall now uſed, occupied or enjoyed, as part, parcel or member thereof, and all the Lands, Tenements, and Hereditaments whatſoever, to the ſaid I. H. belonging, lying and being in W aforeſaid, & the ſaid remainder expectant upon the death of the ſaid T. H. and all and every other reverſion and reverſions, remainder and remainders of the ſaid bargained premiſſes, & of every part and parcel thereof, and the rent and rents, and yearly profits whatſoever, reſerved upon whatſoever Demiſe, Leaſe, Eſtate or Grant, Demiſes, Leaſes, Eſtates or Grants heretofore made of the before-bargained premiſſes,

of

or any part or parcell thereof. Together with all Evidences, Charters, Escripts, Minuments and Writings touching or concerning the premisses, which he the said I. H. hath or may come by without sute in Law. To have and to hold the said Mannor of W. Lands, Tenements, and all & singular other the premisses above-mentioned to be hereby bargained and sold with the appurtenances, and every part & parcel thereof, and all the estate, right, title, interest, term and terms of years, reversion, remainder, claim and demand whatsoever, of the said I. H. and R. B. and of either of them, or any other person or persons whatsoever, in and to the same, unto the said W. P. his heirs, executors, administrators and assignes, to the sole and proper use and behoof of the said W. P his heirs &c. for ever. And the said I. H. and R. B. for themselves severally and respectively, & for their severall and respective heirs, &c. all and singular the before bargained premisses, with their appurtenances, and every part and parcel thereof, unto the said W. P. his heirs, executors, administrators and assigns, to the use and behoof aforesaid, shall and will warrant, and for ever defend by these presents. In witness &c.

An Indenture of Defezance for the making void of all former statutes, payment of a sum of &c. and performance of Covenants &c.

THis Indenture made the &c. Between A. B. of &c. on the one part; and E. A. of &c. on the other part; Witnesseth, That whereas the said E. A. in & by one recognizance or writing obligatory, of the nature of a Statute Staple, lately made & provided for the recovery of debts, bearing date &c. taken sealed, acknowledged & entr'd into before Sir T. R. Lord

Lord Chief Juſtice of England, is and ſtandeth bound unto the ſaid A.B. in the ſum of etc. payable, as in and by the ſaid recognizance or writing obligatory, of the force of a Statute ſtaple, more fully and at large it doth and may appear. It is now nevertheleſs covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of theſe preſents, and of the parties hereunto is, and the ſaid A. B. is contented and pleaſed, That if the ſaid E.A. his heirs, executors or aſſigns, do or ſhall at or before the etc. diſcharge and duly make void upon Record, as well all and every Statutes Merchant, and of the Staple, as alſo all recognizances heretofore acknowledged and entred into by the ſaid E.A. either by himſelf alone, or jointly with any other perſon or perſons (the ſtatute above recited only excepted) And thereof bring, deliver and leave certificates under the hands of the Clerks of the ſeveral offices, or their deputies in that behalf, at or in the etc. to and for the ſaid A. B. his executors or aſſigns, at or before the etc. day of etc. next enſuing; And alſo if the ſaid E.A. his heirs, executors, adminiſtrators and aſſigns, or any of them, do wel and truly pay or cauſe to be paid unto the ſaid A.B. his heirs or aſſigns, or to ſome or one of them, the full ſum of etc. at or in etc. in manner and form following (that is to ſay) the ſum of etc. on the etc. and the ſum of etc. on the etc. in full ſatisfaction and payment of the ſum of etc. And alſo if the ſaid E. A. his heirs, executors and Aſſigns, do and ſhall well and truly obſerve, perform, fulfill, accompliſh and keep all and ſingular the Covenants, Grants, Articles and Agreements which on his and their parts and behalfs are or ought to be obſerved, performed, fulfilled, accompliſhed and kept, comprized and ſpecified in one pair of Indentures, bear-

ing date &c. made between the ſaid E. A. of the one part, and the ſaid A. B. on the other part, according to the true intent and meaning of the ſaid Indentures; that then the ſaid Recognizance or writing obligatory above recited or mentioned, ſhall be utterly void and of non-effect, otherwiſe the ſame ſhall ſtand and abide in full force &c.

A Releaſe of Lands upon performance of articles.

TO all Chriſtian people &c. I E. I. of &c. ſend greeting in our Lord God everlaſting. Know ye, that I the ſaid E. I. as well in conſideration of the full performance of certain covenants and agreements mentioned and expreſſed in one pair of Indentures bearing date &c. laſt paſt &c. made between me the ſaid E. I. on the one part, and Sir H. W. &c. as alſo for divers other good cauſes and conſiderations &c. have remiſed, releaſed and for ever quit claimed, and by theſe preſents do for me, my heirs & aſſigns, & every of us, freely, clearly and abſolutely remiſe, releaſe and for ever quit-claim unto the ſaid Sir H. W. his heirs and aſſigns for ever, in his or their full and peaceable poſſeſſion, ſeizin and being, all the eſtate, right, title, intereſt, poſſeſſion, reverſion, claim and demand whatſoever which I the ſaid E. I. now have, may, might or ought to have, or which I or my heirs at any time hereafter ſhall or may have, might or ought to have or claim, of, in and to all thoſe the rectories of B. &c. And alſo of, in or to all and ſingular Meſſuages, Mills, Lands, Tenements &c. to the ſaid &c. belonging or appertaining. To have and to hold the ſaid rectories &c. unto the ſaid Sir H. W. his heirs and aſſignes, to his and their own proper uſe and behoof for ever; ſo as neither I the ſaid E. I. nor my heirs, ſhall or may at any time hereafter ask, claim,

claim, challenge or demand any right, title, intereſt, claim or demand whatſoever, of in or to the premiſſes before mentioned, or of, in or to any part or parcel thereof, but thereof and therefrom ſhall be utterly debarred, and for ever ſecluded by theſe preſents. And I the ſaid E. I. and my heirs, the ſaid rectories, and all & ſingular other the premiſſes above mentioned, with their appurtenances, unto the ſaid Sir H. W. his heirs and aſſignes, to the uſes and behoofs aforeſaid, againſt me the ſaid E. I. and my heirs, and againſt my Father I. I. and W. E. my Uncle, their and either of their heirs and aſſigns, or of any other perſon or perſons whatſoever, claiming by, from or under me, them or any of them, ſhall and will warrant and for ever defend by theſe preſents. In witneſs &c.

A Conveyance in Fee ſimple of a Houſe and Land &c.

THis Indenture made the &c. between G. C. of &c. on the one part; and H. H. of &c. and S. his wife, on the other part; Witneſſeth, That the ſaid G. C. for & in conſideration of the ſum of &c. to him at and before the enſealing and delivery of theſe preſents well and truly in hand paid by the ſaid H. H. & S. his wife, whereof and wherewith he the ſaid G. C. doth acknowledge himſelf &c. hath granted, aliened, bargained, ſold and confirmed, and by theſe preſents doth fully, clearly & abſolutely grant, alien, bargain, ſell and confirm unto the ſaid H. H. and S. his wife, All that Meſſuage or Tenement, ſituate or being in T. in the County of S. now in the tenure or occupation of the ſaid G. C. or of his Aſſignee or Aſſignees, and three acres of Land or thereabouts, lying on the backſide of the ſaid houſe, be it more or

leſs, and all Barns, Stables, Orchards, Gardens, buildings and other Hereditaments to the ſame belonging or appertaining, or with the ſaid houſe or Tenement commonly uſed, occupied or enjoyed, or which are accepted, reputed or taken to be part, parcel or member of the ſame, and now in the tenure or occupation of him the aforeſaid G. C. his Aſſignee or Aſſignees, with all Commons, and Common of paſture whatſoever to the ſame belonging; and alſo all thoſe two Cottages or Tenements in T. aforeſaid, ſtanding together, adjoining to the ſaid Meſſuage or Tenement, and one parcel of ground adjoining to the ſaid Cottages, which ſaid Cottages and parcel of ground laſt mentioned do contain by eſtimation, on that ſide towards the Kings high ſtreet, twenty yards of ground or thereabouts, and on that ſide towards the Garden, now or late of the ſaid G.C. thirteen yards of Ground or thereabouts, and now are in the ſeveral tenures and occupation of M. I. and F. L. and the reverſion and reverſions, remainder and remainders, rents and yearly profits whatſoever, of all and ſingular the ſaid premiſſes, and every part and parcel thereof, together with all and ſingular Deeds, Evidences, and Writings touching or concerning only the premiſſes or any part thereof; To have and to hold the ſaid Meſſuage or Tenement, and the ſaid three acres of Land, and the ſaid two Cottages or Tenements, and the ſaid parcel of Land adjoining to the ſaid Cottages, & other the premiſſes with their appurtenances before by theſe preſents bargained and ſold, or mentioned or intended to be hereby granted, aliened, bargained, ſold and confirmed, and every part and parcel thereof, unto the ſaid H. H. and S. his wife, and to the heirs and aſſigns of the ſaid H. H. to the only proper uſe and behoof of the ſaid H. H. & S. his

wife

wife, and of the heirs and aſſigns of the ſaid H.H. for ever. And the ſaid G. C. for himſelf &c. that he the ſaid G: C. for and notwithſtanding any act done by him the ſaid G. C. to the contrary, at the time of the enſealing & delivery of theſe preſents, is & ſtandeth lawfully and rightfully ſeized in his demeaſn as of fee-ſimple, in his own right, & to his own right uſe without any conditiō, limitatiō or other uſe or truſt to alter, change or determine the ſame eſtate, of & in the ſaid Meſſuages, Lands, Tenements, Cottages & premiſſes before mentioned, to be hereby granted, bargained and ſold, and of and in every part and parcel thereof, and that he the ſaid G. C. for and notwithſtāding any act done by him to the contrary, now hath, & at the time of the firſt eſtate to be had & executed to the ſaid H.H. and S. according to the intent and true meaning of theſe preſents, ſhall have full power, juſt right, and lawful authority to grant, bargain and ſell the ſame, and every part and parcel thereof, with the appurtenances, unto the ſaid H.H. and S. and the heirs and aſſignes of the ſaid H. H. in manner and form as is before in theſe preſents expreſſed. And that the ſame Meſſuages or Tenements, Lands, Cottages, and premiſſes, and every part and parcel thereof with the appurtenances, ſhall from henceforth for ever remain and continue unto the ſaid H. H. and S. his Wife, and to the heirs and aſſigns of the ſaid H. H. freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former bargains, ſales, gifts, grants, Dowers, Jointures, Leaſes, Rents, Charges, Rents ſeck, arrearages of rents, annuities, uſes, entails, ſtatutes Merchant, and of the ſtaple, judgements, forfeitures, executions, intruſions, and incumbrances whatſoever, and of and from all other charges, titles,

troubles and incumbrances whatsoever, had, made, committed, or wittingly or willingly suffered or done by the said G. C. or by any other person or persons whatsoever, lawfully claiming, by, from or under him the said G. C. or by his means, assent, privity or procurement (the rents and services from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premisses, for and in respect of his or their Seignory or Seignories only excepted and fore-prized.) And further, that he the said G. C. and his heirs and assigns, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the cost and charges in the Law of the said H. H. and S. his wife, or of the heirs and assigns of the said H. H. make, suffer, do, knowledge and execute, or cause to be made, done, knowledged, suffered and executed, all and every such further lawful and reasonable act and acts, thing and things, device and devices, conveyances and assurances in the law whatsoever, to the further, more perfect, and better assuring and sure-making of the premisses before mentioned, to be hereby bargained and sold, and of every part and parcel thereof, unto the said H. H. and S. his wife, and to the heirs and assignes of the said H. H. for ever. Be it by fine or fines, feofment or feofments, recovery or recoveries, with single or double Voucher and Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of these presents, release, confirmation with warranty of the said G. C. and his heirs, onely against him the said G. C. and his heirs, or otherwise, or without warranty, or by all, every or any of the said waies or means, or by any other waies or means which by the said H. H. &c. or his or their Counsel learned in the law shall be reasonably devised,

ſed, advised or required, ſo as the ſame do not contain or extend unto any further warranty, than against him the ſaid G. C. his executors or aſſignes, or against any further act or acts, than as aforeſaid, and ſo as neither he nor they that make ſuch further aſſurances, be compelled or compellable to travell further than the Cities of *London* and *Weſtminſter*, for the doing, making or executing of ſuch further aſſurances, and conveyances as aforeſaid. And laſtly, it is agreed by and between the ſaid parties to theſe preſents, That all and every the ſaid aſſurances and conveyances ſo as aforeſaid, hereafter to be had of the premiſſes, ſhall be, & ſhall be eſteemed and taken to be to the onely uſe of them the ſaid H. H. & S. his wife, and of the heirs and aſſignes of the ſaid H. H. for ever; and to no other uſe, intent & purpoſe whatſoever, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof *&c.*

A Jointure to the wife made before marriage.

THis Indenture made &c. Between I. C. the younger of &c. on the firſt part, and I. C. the Elder *&c.* on the ſecond part, and R. W. of *&c.* on the third part, Witneſſeth, That the ſaid I. C. the younger, for and in conſideration of a marriage (by Gods grace) intended, and ſhortly to be had and ſolemnized between the ſaid I. C. the younger, and A. the daughter of T. C. of *&c.* And that the ſaid A. may be provided of a ſufficient Jointure, in caſe ſhe ſhall ſurvive the ſaid I. C. the younger, and for divers other good cauſes and conſiderations him the ſaid I. C. the younger hereunto eſpecially moving, Doth for himſelf, his heirs, executors and adminiſtrators, covenant,

promiſe and grant to and with the ſaid I. C. the elder, and R. W. their executors etc. and to and with every of them by theſe preſents, that he the ſaid I. C. the younger, ſhall and will, before the end of Eaſter Term now next etc. before the Juſtices (of our Soveraign Lord the King) of his Majeſties Court of Common Pleas at *Weſtminſter*, or ſome other perſon or perſons thereunto lawfully and ſufficiently authorized, acknowledge and levy one fine (*Sur conuſance de droit come ceo que ills ont de ſon done*) with proclamation thereupon to be made according to the common courſe of fines in that behalf made and provided, unto the ſaid I. C. the elder, and R. W. and their heirs, or to the heirs of one of them, of, in and upon all that Meſſuage or Tenement wherein T. B. Vintner, now dwelleth, and whereof he the ſaid I. C. the younger, is ſeized in his Demeaſn as of fee in his own proper right, commonly called or known by the etc. ſituate etc. And of all the Shops, Sellers, Sollers, Chambers, Rooms, Eaſments, Commodities and appurtenances to the ſaid Meſſuage or Tenement belonging, or to or with the ſame uſed, occupied & enjoied, or reputed or taken, as part, parcel or member of the ſame, or as belonging thereunto, by ſuch name or names, and in ſuch manner and form, as by the ſaid I. C. the elder, and R. W. or their Councel learned in the law, ſhall be reaſonably deviſed and adviſ'd, or requir'd, at the only proper coſts and charges in the Law, of the ſaid I. C. the younger, the true intent and meaning of which ſaid fine ſo to be leavied and executed of the ſaid premiſſes, between the ſaid parties, is to be, and ſo ſhall be conſtrued, intended and adjudged, to be to the uſe and behoof of the ſaid I. C. the younger, during his natural life, without impeachment of or for any manner of waſt, and after his deceaſe, to the uſe

and

and behoof of the ſaid A. &c. for and during the term of her natural life, without impeachment &c. & after her deceaſe, to the uſe and behoof of the heirs of the body of the ſaid I. C. the younger, on the body of the ſaid A. lawfully to be begotten, and for default of ſuch iſſue, to the right heirs of the ſaid A. for ever. Provided alwaies, that if the ſaid marriage ſhall not take effect, nor be had and ſolemnized between the ſaid I. C. the younger, and the ſaid A. T. before the &c. next enſuing &c. That then the ſaid fine ſo to be made, levied and acknowledged of the ſaid meſſuage and premiſſes aforeſaid, ſhall be, and ſhall be taken, deemed, adjudged and conſtrued to be to the uſe of the ſaid I. C. the younger, and to his heirs and aſſigns for ever, any thing herein contained to the contrary &c. In witneſs &c.

A LEASE *to try a* TITLE.

THis Indenture made &c. Between T. A. and R. M. &c. of the one part, and W. M. of &c. on the other part, Witneſſeth, That the ſaid T. A. and R. M. for divers good cauſes and conſiderations &c. have demiſed, granted &c. & by theſe preſents do &c. unto the ſaid W. M all that their Site of &c. and all houſes, edifices, buildings, barns, ſtables, orchards, gardens, eaſments and commodities thereunto belonging or appertaining, to have and to hold the ſaid &c. and all other the demiſed premiſſes, with th'appurtenances, and every part and parcel thereof, unto the ſaid W. M. his &c. from &c. unto the end and term of &c. from thence next &c. Yielding &c. unto the ſaid &c. their &c. one P. &c. if it be demanded. In witneſs &c.

A Bargain and ſale of a houſe in London.

THis Indenture made &c. between R.B. of E. in the County of N. Eſquire, of the one part, and I. H. of L. Eſquire of the other part, Witneſſeth, that the ſaid R. B. for and in conſideration of the ſum of &c. of lawful &c. to him in hand paid before the ſealing and delivery of theſe preſents by the ſaid I.H. whereof he the ſaid R.B. doth acknowledge the receit; and thereof and of every part and parcell thereof, doth clearly acquit & diſcharge the ſaid I.H. his heirs and aſſigns, and every of them for ever by theſe preſents: Hath given, granted, bargain'd, ſold, aliened, infeoffed and confirmed, and by theſe preſents, doth fully, clearly and abſolutely give, grant, bargain, ſell, alien, infeoff and confirm unto the ſaid I. H. his heirs and aſſigns for ever, All that Meſſuage or Tenement, with the appurtenances, commonly called or known by the name of &c. now or late in the tenure or occupation of one W.S. &c. or of his aſſignee or aſſignees, ſituate, lying and being in &c. together with all and ſingular Shops, Sellers, Sollers, Chambers, Rooms, Entries, Waies, Paſſages, Yards, Backſides, Lights, Water-courſes, Eaſments, Profits, Commodities and Hereditaments whatſoever, to the ſaid Meſſuage or Tenement now or at any time heretofore belonging or appertaining, or therewith now or heretofore demiſed, uſed, occupyed or enjoyed, or accepted, reputed or taken as part, parcel or member thereof; or of any part thereof; And the reverſion and reverſions, remainder and remainders of all and ſingular the premiſſes, and of every part and parcel thereof: And the rents and yearly profits, of all and ſingular the ſame premiſſes, and of every part and parcel thereof; And alſo all and ſingular Deeds,

Evi-

Evidences, Charters, Letters Patents, Exemplifications of records, Counterparts of Leaſes, Writings, Eſcripts and Minuments touching & concerning the before bargained premiſſes, and every part & parcel thereof; To have and to hold the ſaid Meſſuage or Tenement, Shops, Sellers, Sollers, Chambers, and all and ſingular other the premiſſes, with their and every of their appurtenances, before by theſe preſents bargained and ſold, or meant, mentioned or intended to be hereby granted, bargained and ſold, and every part and parcel thereof, unto the ſaid I. H. his heirs and aſſigns, to the onely uſe and behoof of him the ſaid I. H. his heirs and aſſigns for ever. And the ſaid R. B. for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid I. H. his heirs, executors, adminiſtrators and aſſignes, and to and with every of them by theſe preſents, in manner and form following (that is to ſay) that he the ſaid R. B. at the time of the enſealing hereof, is, and until the firſt executing of an eſtate to the ſaid I. H. his heirs and aſſigns, by force of theſe preſents ſhall ſtand and be lawfully ſeized to him, his heirs and aſſigner, of and in the before bargained premiſſes, and of and in every part and parcell thereof, of a good, ſure, lawful, abſolute and indefeazable eſtate of inheritance in Fee-ſimple, without any condition, limitation, uſe or other thing to determine, alter or change the ſame. And alſo that he the ſaid R. B. now hath full power, good right, lawful authority, and true title to grant, alien, bargain, ſell and confirm the before bargained premiſſes, and every part and parcel thereof, unto the ſaid I. H. his heirs and aſſignes, in manner and form aforeſaid, and according to the true intent and

That he is ſeized in Fee ſimple, and hath power to ſell.

and meaning of these presents. And the said R. B. for himself, his heirs, executors and administrators, and for every of them, doth further covenant, promise and grant to and with the said I. H. his heirs, executors and assigns, by these presents, that the said Messuage or Tenement, Shops, Sellers, Sollers &c. and all other the premisses above by these presents mentioned to be bargained and sold, and every part and parcel thereof, on the day of the date hereof, & from time to time, and at all times hereafter for ever, shall be, remain and continue to the said I. H. his heirs & assigns, to the only proper use and behoof of him the said I. H. his heirs and assigns for ever, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. B. his heirs or assigns, sufficiently saved and kept harmless of and from all and all manner of former bargains, sales, jointures, dowers, leases, annuities, rents, charge-rents, seck arrearages of rents, statutes Merchant and of the staple, recognizances, judgements, executions, intrusions, issues, fines, amerciaments, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by the said R. B. his heirs or assigns, one lease heretofore made by T.P. of &c. unto the before named W. S. of the said Messuage or Tenement and premisses for the term of &c. whereupon the yearly rent of &c. is reserved: which said yearly rent from henceforth during the residue of the said term, shall be due, payable and paid to the said I. H. his heirs and assignes (only excepted and fore-prized) and also that he the said I. H. his heirs and assignes, shall and may from henceforth for ever peaceably

That the premisses are discharged from Incumbrances.

for quiet enjoying.

peaceably and quietly have, hold, uſe, occupy, poſ-ſeſs & enjoy the ſaid Meſſuage or Tenement, Shops, Sellers, Sollers and all other the premiſſes above by theſe preſents mentioned to be bargained and ſold, and every part and parcel thereof; and the rents, iſſues and profits thereof, ſhall and may receive and take, without the let, interruption or contradiction of the ſaid R. B. his heirs or aſſigns, or of any other perſon or perſons, claiming from, by or under him, them or any of them, or by his or their means, right, title, conſent, privity or procurement. And fur-ther, the ſaid R. B. doth covenant, promiſe and grant for him, his heirs, executors, and adminiſtrators, to and with the ſaid I. H. his heirs and aſſigns, and to and with every of them by theſe pre-ſents, That he the ſaid R. B. and his heirs, and all & every other perſon or perſons, having or claiming, or which ſhall or may have, claim or pretend to have any manner of eſtate, right, title or intereſt, into or out of the before bargained premiſſes, or any part or parcel thereof, by, from or under the ſaid R. B. ſhall and will from time to time, and at all times hereafter, during the time and ſpace of &c. next enſuing the date of theſe preſents, upon every reaſonable requeſt, and at the coſt and charges in the law of the ſaid I. H. his heirs or aſſigns, do, make, knowledge, execute and ſuffer, or cauſe to be made, done, ac-knowledged, executed and ſuffered, all and every ſuch further act and acts, thing and things, aſſurances and conveyances in the Law whatſoever, for the fur-ther, more better and perfect aſſurance, ſurety and ſure making of the ſaid Meſſuage or Tenement, Shops, Sellers, Sollers, & all other the premiſſes, with th'ap-purtenances above by theſe preſents mentioned to be bargained and ſold unto the ſaid I. H. his heirs and

For further Aſſurance.

and aſſigns for ever, be it by fine or fines, with proclamation, recovery or recoveries, with double or ſingle Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, the inrolment or acknowledgement of theſe preſents, releaſe, confirmation with warranty againſt the ſaid R. B. and his heirs, or without warranty, or by all or any, or as many of the waies, means and devices aforeſaid, or by any other ways or means whatſoever, as by the ſaid I. H. his heirs or aſſignes, or by his or their Councel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. And alſo it is agreed by and between the ſaid parties to theſe preſents, that all and every the ſaid conveyances and aſſurances ſo as aforeſaid, hereafter to be had, made, leavied or executed of the before bargained premiſſes, and every or any part or parcel therof, ſhall be and inure, and ſhall be eſteemed, adjudged and taken to be and inure to the only uſe and behoof of him the ſaid I. H. his heirs and aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever; any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In witneſs etc.

A ſhort Leaſe of a Houſe in London.

THis Indenture made &c. Between N. H. of &c. Gentleman, on the one part; and I. C. of &c. of the other part, Witneſſeth, That he ſaid N. H. for divers good cauſes and valuable conſiderations him hereunto eſpecially moving, Hath demiſed, granted and to farm-let, and by theſe preſents doth demiſe, grant and to farm-let unto the ſaid I. C. his executors adminiſtrators &c. all that Meſſuage or Tenement of him the ſaid N. H. ſituate, lying and being in &c. containing theſe ſeveral rooms following (that is to ſay)

one

one kitchen on the ground, two litle rooms or chambers over the ſame Kitchen, and three other litle rooms over the ſaid two laſt mentioned rooms &c. together with all waies, entries, paſſages, lights, eaſments, water-courſes, profits, commodities and appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or therewith now uſed, occupyed or enjoyed, To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes before by theſe preſents demiſed or mentioned to be demiſed, with the appurtenances, and every part and parcel thereof, unto the ſaid I. C. his &c. from the Feaſt day of &c. unto the full end and term of &c. from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term, unto the ſaid N.H. his executors, adminiſtrators, &c. the rent or ſum of &c. of lawful &c. at the four moſt uſual Feaſts or Terms in the year (that is to ſay) at the Feaſts of &c. by even and equal portions, or within fourteen days next enſuing every of the ſame Feaſts: And if it ſhall happen the ſaid yearly rent of &c. to be behind and unpaid, in part or in all, by the ſaid ſpace of fourteen dayes next enſuing, after any of the ſaid Feaſts on which the ſame ought to be paid, as aforeſaid, being lawfully demanded, that then & from thenceforth, and at all times afterwards, it ſhall and may be lawful to and for the ſaid N H. his executors, adminiſtrators &c. into the ſaid Meſſuage or Tenement, & into every part & parcel thereof, wholly to re-enter, and the ſame to have again, retain and repoſſeſs, as in his and their firſt and former eſtate; any thing aforeſaid to the contrary thereof in any wiſe notwithſtanding. And the ſaid I. C. for himſelf, his execu-

Re-entry upon non-payment of the rent.

tors,

tors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid N. H. his executors and aſſigns, and to and with every of them by theſe preſents, in form following (that is to ſay) That the ſaid I. C. his executors, adminiſtrators and aſſigns, or ſome of them, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of &c. hereby granted, well and ſufficiently repair, ſupport, uphold, maintain, amend and keep the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, and every part and parcell thereof, in, by and with all and all manner of needfull and neceſſary reparations and amendments whatſoever; And the Pavements, Privies and Widraughts belonging to the premiſſes, ſhall cauſe to be paved, purged, emptied and ſcoured: And the ſame premiſſes, and every part thereof, ſo well and ſufficiently repaired, upholden, maintained, glaſed, purged, emptied, paved, kept and amended, in the end of the ſaid term, or other ſooner expiration or determination of this preſent Leaſe, peaceably and quietly ſhall leave, ſurrender and yield up unto the ſaid N. H. his executors and aſſignes. And the ſaid N. H. doth for himſelf, his heirs &c. promiſe and grant to and with the ſaid I. G. his &c. and to and with &c. that he the ſaid I. C. his &c. paying the rent, and performing the covenants before in and by theſe preſents mentioned and reſerved, ſhall or may lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes, with their appurtenances, and every part and parcel thereof, without any manner of let, ſute, trouble, diſturbance, eviction or interruption of the ſaid N. H. his &c. or any of them, or of any other perſon or perſons

what-

whatſoever, claiming from, by or under him, them or any of them, or by his or their means, act, title, conſent, privity or procurement. In witneſs &c.

An Indenture of covenants for paſſing of a Recovery in the Common-pleas, to cut off an entail.

THis Indenture made &c. Between E. C. of &c. of the one part; and W. O. and I. H. of &c. of the other part, Witneſſeth, That it is covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents; and the ſaid E. C. doth covenant and grant to and with the ſaid W. O. and I. H. that he the ſaid E. C. ſhall and will permit and ſuffer the ſaid W. O. and I. H. to purchaſe and ſue forth out of his Majeſt. high Court of Chancery one Writ of entry *ſur diſſeiſin en le-poſt*, returnable before the Juſtices of the Common Pleas at *Weſtminſter*, at ſome certain day of return in Eaſter Term next coming; by which Writ the ſaid W. O. and I. H. ſhall demand againſt the ſaid E. C. all that Meſſuage, Tenement or Farm, with the appurtenances, ſituate &c. and late were in the poſſeſſion of &c. and alſo all that Cloſe of paſture-ground, commonly called &c. containing &c. and all that Cloſe of paſture &c. and alſo all and ſingular Lands, Tenements, Rents, Reverſions, Services, Commons, Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular the appurtenances to the premiſſes, or any part or parcel thereof belonging, or in any wiſe appertaining, by ſuch name and names, and in ſuch manner and form, and by ſuch number and quantity of acres, as by the ſaid W. O and I. H. or the ſurvivor of them, or the Councel learned of them, ſhall be deviſed or adviſed; to which Writ the ſaid E. C. ſhall appear perſonally, or by Atturney, in the ſaid

Court of Common pleas, and enter into the ſaid warranty and imparl, and vouch to warranty the Common Vouchee, who ſhall after depart in contempt of the Court; ſo as a good and perfect recovery ſhall and may be had in due form and order of Law of the ſaid Meſſuages, Lands &c. and all other the premiſſes, with the appurtenances, according to the uſual courſe of common Recoveries for aſſurance of Lands and Tenements in the ſaid Court of Common pleas; and that a writ of *habere fac ſeiſinam* ſhall be thereupon awarded, executed and returned accordingly. And it is further condeſcended unto and agreed by and between all the ſaid parties to theſe preſents, That as well the ſaid Recovery ſo to be had and executed, as aforeſaid; as alſo all and every other Recovery and Recoveries, Conveiances and aſſurances whatſoever, which before the Feaſt of &c. ſhall be had and executed by and between the ſaid parties to theſe preſents, or any of them, of the ſaid Meſſuages, Lands, Tenements and Hereditaments, and all and every other the premiſſes, with the appurtenances, or of any part or parcel thereof, by what name or names ſoever the ſame ſhall be ſo had and executed; and the full force and execution of them, and every of them, ſhall be and enure, and ſhall be conſtrued, adjudged and taken to be and enure to the onely uſe and behoof of the ſaid W. O. his &c. for ever. And the ſaid W. O. and I. H. and the ſurvivor of them, and the heirs of the ſurvivor of them, ſhall for ever from thenceforth ſtand and be ſeized thereof, and of every part thereof, to the only uſe and behoof of the ſaid W. O. his heirs and aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever. In witneſs &c.

An Aſſignment of a Leaſe.

THis Indenture made &c. Between P. S. of &c. and M. his wife and Executrix of the laſt Will and Teſtament of I. C. late of &c. deceaſed, on the one part; and W. W. of &c. Yeoman, on the other part, Witneſſeth, That whereas T. M. of &c. in and by one Indenture of Leaſe bearing date &c. for the conſiderations therein mentioned, did demiſe, grant and to farm-let unto the ſaid I. C. (reciting the Grant) as in and by the ſaid recited Indenture of Leaſe, amongſt divers other Covenants, Grants, Articles and Agreements therin contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, that the ſaid P. S. and M. his wife, as well for and in conſideration of the ſum of &c. to them in hand paid before the enſealing & delivery of theſe preſents by the ſaid W. W. whereof they do acknowledge the receipt; and thereof, and of every part and parcell therof, do acquit, exonerate and for ever diſcharge the ſaid VV. VV. his &c. by theſe preſents, Have given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents do give, grant, &c. unto the ſaid W. W. his etc. all that parcel of ground or garden-plat, with th'appurtenances before mentioned, & all houſes, edifices, buildings, &c. and all the eſtate, right, title, intereſt, poſſeſſion, term of years to come, claim & demand whatſoever, which they the ſaid P. S. and M. his wife, or either of them, now have or hath, may, might, ſhould or in any wiſe ought to have or claim, of, in or to the ſaid parcel of ground and garden-plat, and other the premiſſes, with the appurtenances, and every or any part or parcel therof, by force and vertue of the ſaid Indenture of Leaſe. To have and to hold *Habend.*

the ſaid parcels of ground or garden-plat, & all houſes, edifices and buildings thereupon, or upon any part or parcel thereof, now ſtanding or being: And alſo the ſaid recited Indenture of Leaſe, and all the eſtate, right, title, intereſt, term of years, and all and ſingular other the premiſſes, with the appurtenances, in and before by theſe preſents bargained, ſold, aſſigned and ſet over, or mentioned or intended to be hereby given, granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid W.W. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſes & behoofs, during the reſidue of the ſaid term, in and by the ſaid Indenture of leaſe granted, and therein now to come and unexpired, in as large, ample and beneficiall manner, to all intents, conſtructions and purpoſes, as they the ſaid P. S. and M. his wife, or either of them, now have or hath, may, might, ſhould, or in any wiſe ought to have or enjoy the ſame, by force and vertue of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever. And the ſaid P. S. and M. his Wife, for themſelves, their Executors, &c. & for either of them and either of their &c. doth covenant &c. that the ſaid recited Indenture of leaſe &c. at the time of the enſealing and delivery of theſe preſents, is a good, ſure, perfect and indefezable leaſe in the law, of & for the ſaid parcel of ground or garden-plat, & premiſſes hereby demiſed, & ſo ſhal ſtād, remain, continue and be unto the ſaid W.W. his executors &c. to his & their own proper uſes & behoofs, for and during all the term of years thereby granted, & yet to come and unexpired, under the Rents and covenants therein mentioned or contained. And alſo that the ſaid W. his &c. and every of them, under the Rents, Covenants, Articles and Agreements in the ſaid recited Indenture of leaſe contained, ſhall

or

or may for and during all the reſt and reſidue yet to come and unexpired of the ſaid Term in the ſaid recited Indenture of Leaſe contained, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſſe and enjoy the ſaid parcel of ground or garden-plat, & all other the premiſſes, with th'appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the ſaid P. S. and M. his wife, or either of them, their or either of their heirs, executors or aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming or to claim any eſtate or intereſt in the premiſſes, or any part thereof, by, from, or under him, them or any of them, diſcharged alſo of and from all former Bargains, Sales, Gifts, Surrendors, Forfeitures and Re-entries, Rents, Arrearages of Rents, Charges & Incumbrances done or to be done by the ſaid P. S. and M. his wife, or either of them, or by any other perſon or perſons whatſoever, lawfully claiming from, by or under him, them, or either or any of them, as aforeſaid; or by his, their, either or any of their means, act, title, intereſt, forfeiture or procurement, the rents and covenants in the ſaid recited Indenture of leaſe herein before mentioned and expreſſed, only excepted and foreprized. In witneſs &c.

An Aſſignment of the moity of a Houſe and Goods, with good covenants.

TO all Chriſtian people to whom &c. R. B. of L. &c Executor of the laſt Will and Teſtament of R. R. late of L. deceaſed; and P. K. Citizens &c. ſend greeting in our Lord God everlaſting. Whereas W. T. of &c by his Indenture of Leaſe dated &c. for the conſideration therein mentioned, did demiſe, grant and to farm-let unto the ſaid P. K. his &c. all

that the Meſſuage or Tenement, called &c. ſituate and being &c. together alſo with all the goods and Utenſils of Houſholdſtuff, then being in and belonging to the ſaid Meſſuage or Tenement mentioned and comprized in a Schedule to the ſaid Indenture annexed: To have and to hold &c. as in and by the ſaid &c. And whereas the ſaid P. K. by Deed poll dated &c. for the conſideration therein expreſſed, did demiſe &c. the ſaid laſt mentioned Indenture &c. and all his eſtate &c. of, in and to the ſaid &c. unto the ſaid R. R. the eſtate and intereſt of which ſaid R. R. of, and in &c. did after come to the ſaid R. B. as Executor of the laſt Will and Teſtament of the ſaid R. R. And the ſaid R. B. being thereof poſſeſſed by the means aforeſaid, did by Indenture dated &c. for the conſiderations &c. grant, bargain &c. the moiety of the ſaid &c. unto I. C. of &c. And the ſaid I. C. by Deed poll dated &c. did make over the ſaid moiety of the ſaid &c. unto A. B. Inne-keeper &c. and the other moiety of and in the ſame &c. now remaining in the ſaid R. B. and P. K. or one of them; together with the whole right, title &c. Now know ye, that we the ſaid R. B. and P. K. for and in conſideration of &c. Have given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents &c. unto the ſaid R. M. the ſaid laſt mentioned moiety of the ſaid Meſſuage or Tenement, with th'appurtenances, called the &c. aforeſaid; And alſo all our right, title and intereſt, of, in and to the ſaid moiety of the ſaid Goods and Chattels before mentioned, thereunto belonging, and every part and parcel thereof; As alſo all the eſtate, right, title, intereſt, term and terms of years, property, claim and demand whatſoever, which we the ſaid R. B. and P. K. or either of us, now have, may, might, ſhould or in any wiſe ought to have and enjoy, of, in or to the ſaid Meſſuage or Tenement, called &c. and

of

of, in or to the Moiety of the ſaid goods and chattels thereunto belonging; Together with all writings, leaſes, counterparts of Leaſes, Eſcripts and Minuments touching & concerning the ſame premiſſes, in as large and ample manner as we or either of us, now have or may hold the ſame by force & vertue of the ſaid ſeveral Indentures before mentioned, or any thing therein contained, or otherwiſe howſoever. To have & to hold all and ſingular the before bargained premiſſes with their appurtenances, and every part and parcel thereof, unto the ſaid R. M. his &c. to his and their own proper uſes and behoofs, as fully, and in as large & ample manner and form, as we the ſaid R.B. and P.K. or either of us, now have, may, might, ſhould or ought to have and enjoy the ſame. And we the ſaid R.B. and P.K. for us and either of us, and either of our heirs &c. and for every of us, do covenant, promiſe &c. that we the ſaid R.B and P.K. or one of us (at the time of the enſealing & delivery of theſe preſents) are or is the very true and right owners and poſſeſſors, or owner and poſſeſſor of the premiſſes hereby before mentioned to be bargained and ſold, with th'appurtenances, and every part and parcel thereof, for and during all the reſt and reſidue of the ſaid ſeverall terms yet to come and unexpired in the ſaid ſeverall recited Indentures of Leaſe; and that we, or one of us, have or hath full power and good right, true title and abſolute authority, to give, grant, bargain, ſell, aſſign and ſet over the ſaid premiſſes hereby bargained and ſold, with their and every of their appurtenances, unto the ſaid R. M. his &c. in manner and form aforeſaid. And alſo that all and ſingular the ſaid premiſſes hereby mentioned to be bargained and ſold, with their & every of their appurtenances, and every part and parcell therof, at the time of the enſealing and delivery of theſe pre-

ſents are and be, and ſo at all times hereafter from henceforth during all the reſt and reſidue of the ſaid ſeveral terms, in and by the ſaid ſeveral recited Indentures of leaſe granted, ſhall be, remain and continue unto the ſaid R. M. his &c. free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, fines, forfeitures, rents, arrearages of rents, cauſe and cauſes of forfeitures, and re-entry; and of and from all other Titles, Troubles, and Incumbrances whatſoever, heretofore had, made, committed, ſuffered or done by us the ſaid R. B. and P. K. or either of us, our executors &c. or any of us, in any manner of wiſe howſoever; And ſo ſhall be during all the reſt and reſidue of all & ſo many years as are yet to come and unexpired of the ſaid ſeveral terms, in and by the ſaid ſeveral recited Indentures of Leaſe granted, according to the true intent and meaning of theſe preſents (the ſeverall rents, payments, covenants, and agreements in the ſaid ſeveral recited Indentures of Leaſe reſpectively comprized and ſpecified: which from henceforth on the Tenants and Leaſſees parts and behalfs, are or ought to be obſerved, performed, fulfilled and kept, according to the true meaning of the ſeveral recited Indentures of Leaſe; and the moity or one half part of the yearly rent of &c. reſerved, for certain rooms and Chambers belonging to the &c. now in the occupation of &c. which moity of the ſaid rent is formerly ſold and releaſed unto the ſaid A. B. his &c. only excepted and forepriz'd) any thing in theſe preſents contained &c. In witneſs &c.

A.

An Aſſignment of a Leaſe in truſt, whereof the Aſſignor is to take a further eſtate in the premiſſes.

THis Indenture made &c. Between Sir A. C. of &c. on the one part, and E. H. and C. D. of &c. on the other part, Witneſſeth; That whereas Sir I. D. &c. by his Indenture of Leaſe bearing date the &c. (*reciting the grant and Habend.*) as in and by &c. Now this Indenture further witneſſeth, that the ſaid Sir A. C. for and in conſideration of the truſt hereafter mentioned, and for divers other good cauſes & conſiderations him thereunto moving, hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth grant, bargain &c. unto the ſaid E. H and C. D. their executors, adminiſtrators and aſſigns, and to the ſurvivor of them the ſaid E. H & C. D. and to the executors, adminiſtrators and aſſigns of the ſurvivor of them all &c. (mentioning all that is aſſigned and ſet over) To have and to hold the ſaid Lordſhip &c. and all other the premiſſes, with all and ſingular their appurtenances before by theſe preſents bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid E. H. and C. D. their Executors, Adminiſtrators and Aſſignes, and to the ſurvivor or ſurvivors of them the ſaid E. H. and C. D. and to the executors, adminiſtrators and aſſigns of the ſurvivor of them all &c. (*mentioning all that is aſſigned &c.*) Nevertheleſs upon this truſt and confidence in them & every of them repoſed, that they the ſaid E. H. and C. D. or the ſurvivor of them, or the executors &c. of the ſurvivor of them, ſhall and wil at all times hereafter, & from time to time, upon the reaſonable requeſt to them or any of them to be made, and at the coſts and charges in the law of the ſaid Sir A. C. his executors &c. aſſign, convey and aſſure, all and ſingular the before bargained premiſſes, and every part and parcell thereof, unto ſuch perſon or perſons, their

their executors &c. by the ſaid Sir A. C. his Executors &c. ſhall be nominated and appointed in ſuch manner and form, as by the ſaid Sir A. C. his Executors &c. or his, or their Councel learned in the Law, ſhall be reaſonably deviſed, or adviſed, and required, and upon further truſt and confidence, that they and every of them, ſhall and will upon the like requeſt to be made, do and perform all and every lawfull act and acts, thing and things whatſoever for the extinguiſhment of this preſent bargain, ſale, and aſſignment of the premiſſes above-mentioned, as by the ſaid Sir A. C. his Executors &c. or by his or their Councel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. In witneſs &c.

An Aſſignment of a Judgement.

THis Indenture made &c. Between M. M. &c. on the one part, and R. T. *&c.* on the other part, Witneſſeth, That whereas the ſaid M. M. hath recovered a Judgement, in his Majeſties Court of Common-Pleas at *Weſtminiſter* in *Hillary* Term, Anno *&c.* againſt E G. for xxl. debt, beſides coſts of ſute, as by the Records of the ſaid Court more at large may appear; Now the ſaid M. M. for good conſiderations him moving, hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth bargain, ſell, aſſign and ſet over unto the ſaid R. T. his executors *&c.* as well the ſaid Judgement, and all and every ſum and ſums of money therein mentioned, and contained, As alſo, all benefit and advantage, which ſhall or may be had, obtained or gotten, by reaſon or means of the ſaid judgement, or any proceſs, or execution thereupon to be had, ſued out, or executed: To have and to hold, the ſaid Jugement, ſum and ſums of money, benefit, advantage and other the premiſſes aforeſaid, unto the ſaid R. T. his *&c* to his and

their

their own proper uſes and behoofs, in as ample Manner, as he the ſaid M. M. his Executors or Aſſigns, might or could have and enjoy the ſame, if theſe preſents had never been had or made; and the ſaid M. M. his Executors &c. ſhall and will juſtify, maintain and avow, all and every lawfull act and thing that ſhall be done in or about the premiſſes, without releaſing or diſcharging the ſame, So as there be no further benefit taken, than only the due debt, intereſt and charges; And that all the benefit which ſhall be obtain'd or gotten upon the ſaid judgement, ſhall wholly remain and be unto the ſaid R. T. his Executors &c. to his and their own proper uſes and behoof, without any accompt or other thing, to be therefore yielded or done unto the ſaid M. M. his &c. In witneſs &c.

An Aſſignment of an Annuity.

TO all Chriſtian people &c. I I. W. of &c. Gentleman ſend greeting in our Lord God everlaſting, Whereas I. G. Citizen &c. by his Deed indented bearing date &c. for the conſideration therein mentioned, did give, grant and confirm unto me the ſaid I. W. one annuity or yearly rent or penſion of &c. to be iſſuing and going out of all and ſingular the Meſſuages or Tenements, Lands and premiſſes of the ſaid I. G. ſituate and being in &c. for the term of the natural life of me the ſaid I. W. as in and by the ſaid Deed indented (among divers other Covenants, Grants, Articles and agreements therein contained) more fully and largely it doth and may appear: Now know ye, that I the ſaid I. W. for good conſiderations me moving, have aſſigned and ſet over, and by theſe preſents do aſſign and ſet over unto S. L of &c the ſaid Annnity or yearly penſion of &c. *To*

have

have and to hold the ſaid Annuity or yearly Rent of &c. aforeſaid, unto the ſaid S.L. and her aſſigns, in as large and ample manner and form as I the ſaid I. W. may or ought to have and enjoy the ſame by force of the ſaid Deed indented, or any thing therein contained (together with the ſaid Deed indented) In witneſs &c.

A Releaſe for one uſed in truſt.

TO all Chriſtian people, &c. R.M. of *&c.* ſendeth greeting in our Lord God everlaſting: Whereas C. G. and T.T. for and in conſideration of a certain ſumme of money to them paid, by I. L. of *&c.* by their Indenture of bargain and ſale, bearing date *&c.* did grant, bargain and ſell unto the ſaid I. L. and R. M. their Heirs and Aſſignes for ever, all that their third part in three parts equally to be divided, of all that their Meſſuage or Tenement called, *&c.* with the appurtenances, ſituate *&c.* late in the tenure of *&c.* And alſo all that their third part in three parts equally to be divided, of all that their Mine of Coals opened or to be opened, or to be gotten or digged, within the Grounds or Lands to the ſaid Meſſuage or Tenement, called *&c.* belonging or appertaining, or in any part or parcel therof, as by the ſame Indenture among divers other Covenants and agreements more at large it doth & may appear: all which premiſſes in the Indenture ſpecified, ſo ſold, and granted to the ſaid I. L. and R. M. as aforeſaid, was before and at the enſealing of the ſaid Indenture, intended and meant to be to the onely uſe and behoof of the ſaid I. L. and his Heirs, and to no other uſe or purpoſe whatſoever; Now know ye that I the ſaid R. M. for and in regard of the truſt and confidence in me repoſed by the ſaid I. L. have re-

remiſed, releaſed, and for ever quit-claimed, and from me and my heirs do by theſe preſents remiſe, releaſe, and for ever quit-claim unto the ſaid I. L. and his heirs, all my right, intereſt, eſtate, title and demand which heretofore I have had, or now have, of and in the ſaid premiſſes, in the ſaid Indenture ſpecified, or in any part or parcel thereof. In witneſs *&c.*

A Surrender of a Leaſe for lives for the obtaining of a New Leaſe.

TO all *&c.* I, A. S. *&c.* ſend greeting, *&c.* whereas I the ſaid A. now am and ſtand lawfully ſeized, and poſſeſſed of a Leaſe for term of my life to me made and granted by *&c.* bearing date *&c.* of and in *&c.* All which premiſſes are ſituate, *&c.* and are of the yearly value of *&c.* as by the ſaid Indenture of Leaſe, relation *&c.* Now know ye, that I the ſaid A. have granted and ſurrendred, and by theſe preſents do fully and abſolutely grant and ſurrender unto the ſaid *&c.* his heirs and aſſigns, the ſaid Meſſuage *&c.* demiſed by the ſaid *&c.* to me the ſaid A. by the ſaid recited Indenture of Leaſe as aforeſaid, and all the eſtate, right, title, intereſt, term of life, and demand whatſoever, of me the ſaid A. of, in and to the ſaid Meſſuage and other the premiſſes with the appurtenances, and of, in and to every of them, and every part and parcel thereof, by force and vertue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever: Together alſo with the ſaid Indenture of Leaſe, To the intent never the leſs, and upon condition that the ſaid *&c.* may by his Indenture of leaſe, make a new demiſe and grant of the premiſſes to I. H. and C. his wife, and N. their ſon, for term of their natural lives, and the life of the longeſt liver of them ſucceſſively, or otherwiſe,

wiſe, as ſhall be thought convenient, and for and under the yearly rent, and ſuch proviſoes, covenants and articles, as ſhal be thought fit therin to be comprized. In witneſs &c.

A *Revocation of a Suit.*

TO all &c. I, A. B. ſend greeting &c. Wheras an action hath been brought at the Common Law in my name againſt P. F. upon a bond, wherein the ſaid P. F. and one W. D. became bound unto me in the ſum of &c. on the &c. as by the ſame obligation &c. *Now know ye*, that I the ſaid A. B. do by theſe preſents revoke and withdraw the ſaid action & ſute brought againſt the ſaid P. F. upon the ſaid obligation and all proceedings thereupon had in my name, and do alſo countermand all letters of Attorney, & other authorities whatſoever, by me heretofore made, or given to any perſon or perſons, for the proſecution of any action or ſute upon the ſaid bond; And do alſo ſignify and declare that my will and pleaſure is, that no action or ſute ſhall any time hereafter be brought or commenced againſt the ſaid P. F. and W. D. nor either of them, nor their, nor either of their heirs etc. upon the ſaid obligation. In witneſſe &c.

A *Releaſe for waſt done.*

TO all &c. W. S. of etc. ſendeth greeting in our Lord God everlaſting: Whereas I. S. of &c. being poſſeſſed of a Leaſe of divers years yet to come, of and in one parcel of wood-ground, commonly called &c. ſituate &c. containing &c. being parcel of the poſſeſſion of W. S. &c. aforeſaid; And whereas the ſaid I. S. for the better advantage to himſelf, and for the increaſe of his own yearly

yearly profit, to be made of the ſame wood-ground, and for the better and more profitable manuring of the ſaid ground, hath for that purpoſe cut down and grubb'd up divers trees in and upon the ſaid parcel of wood-ground, and hath converted the ſame ground into Tillage, whereby a far greater annual profit is, and yearly advantage will be made thereof, than if the ſame ſhould continue Wood-ground, which in time to come will turn to the better benefit and advantage of the ſaid W. S. and his heirs after the end and determination of the ſaid Leaſe, made to the ſaid I. S. yet notwithſtanding the ſaid I S. is ſubject and liable to be queſtioned and troubled by action to be commenced againſt him, both for the waſte he hath committed by cutting down trees, and for not preſerving of the ſaid Woods, according to the covenants comprized in his ſaid Leaſe. Now know ye, that the ſaid W. S. &c. for and in conſideration of &c. and for divers good cauſes, &c. hath for himſelf, his heirs, executors &c. remiſed, releaſed, and quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe and quit-claim unto the ſaid I. S. &c all and all manner of actions of waſt, and all manner of ſutes for any waſts or ſpoils done or committed by him the ſaid R. S. in the ſaid wood and wood-ground called &c. aforeſaid, until the date of theſe preſents; And all, and all manner of actions of covenants, and other actions, ſutes, or demands, concernings, covenants, proviſoes, or agreements for not cutting down, or grubbing up the ſame woods, or under-woods, heretofore cut and grubbed up. In witneſs.

A *Releaſe of Errors.*

BE it known &c. That I, A.B. &c. have remiſed, releaſed, quit-claimed and diſcharged, and alwaies for me, my heirs, executors, adminiſtrators and every of them, for evermore do quit claim and diſcharge unto C. D. of etc. all and all manner of error and errors, cauſe and cauſes of error and errors, miſpriſions, miſentries and erroneous proceedings whatſoever, had, made, committed, omitted, ſuffered or done, in all, every or any plaint, plea, proceſs, Judgement and Execution whatſoever, had, made &c. by the ſaid etc. againſt me the ſaid A.B. in any of the Kings Majeſties Courts of Records, at any time from the beginning of the world &c. In witneſs &c.

A Diſcharge of an Apprentice from his ſervice.

TO all &c. I, F. W. of etc. ſend greeting etc. Whereas M. N. by his Indenture bearing date etc. did put himſelf Apprentice to me for the term of etc. commencing etc. as by the ſaid Indenture may appear: Now know ye, that I the ſaid F. W. for good conſiderations me thereunto moving, do by theſe preſents clearly and abſolutely diſcharge & ſet free the ſaid M. N. of and from my ſervice, ſo as neither I nor any for me ſhall or may at any time hereafter, ask, claim and demand any ſervice of the ſaid M. N. by vertue of the ſaid Indenture or otherwiſe; And alſo I do hereby remiſe & releaſe unto the ſaid M.N. all actions, cauſe and cauſes of actions, ſervices & demands whatſoever, which I now have or hereafter may have againſt him, by reaſon of any act whatſoever, from the beginning of the world until the

the day of the date of theſe preſents. In witneſſe whereof &c.

A Letter of Attorney, to receive money due upon a Bond.

KNow all men by theſe preſents, that I T. A. of &c. have aſſigned, ordained and made, and in my ſtead and place, by theſe preſents, put and conſtituted my truſty and wel-beloved friend I. B. of &c. my true and lawfull Atturney, for me, and in my ſtead and name, but to the uſe and behoof of him the ſaid I. B. to take, recover and receive of W. S. of &c. O. T. of &c. and L. M. of &c. the ſum of &c. due unto me for non-payment of the ſum of &c. of like money, on the twentieth day of &c. laſt paſt, before the date of theſe preſents, as by one Obligation with condition thereunder written, bearing date &c. in the year &c. it doth and may more plainly appear; giving, and by theſe preſents granting unto my ſaid Atturney, my full power and lawful authority in the premiſſes, to do, ſay, perform, conclude and finiſh, for me and in my name as aforeſaid, all and every ſuch act and acts, thing and things, device and devices in the Law whatſoever, for the recovery of all the debts aforeſaid, as fully, largely and amply in every reſpect, as I my ſelf might or could do, if I were perſonally preſent; And upon the receipt thereof, acquittances or other diſcharges for me and in my name to make, ſeal and deliver, ratifying, allowing, and holding firm and ſtable, all and whatſoever my ſaid Atturney ſhall lawfully do or cauſe to be done in or about the execution of the premiſſes, by vertue of theſe preſents. In witneſs &c.

A Letter of Atturney, *to enter upon Lands, and deliver a Leaſe.*

KNow all men &c. that I R. R. of &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute & appoint T.C. of &c. my true and lawfull Atturney, for me, and in my ſtead and name, to enter and come into and upon the Farm and Lands of T. in the pariſh of &c. in the County of &c. now in the tenure or occupation of K.T. or of his Aſſigns, and upon any part thereof, then and there for me and in my ſtead and name, to deliver, as my act and Deed, unto H.M. of &c. or to his Aſſigns, one Indenture, whereunto I have already ſealed, bearing date &c. made between me the ſaid R.R. on the one part, and the ſaid H.M. on the other part, purporting a leaſe of the ſaid Farm and Lands unto the ſaid H.M. his Executors, Adminiſtrators & Aſſigns, for the term of ten years next enſuing, as in & by the ſaid Indenture more at large appeareth. Which Indenture, after the ſame ſhall be ſo delivered by my ſaid Atturney, I the ſaid R.R. do promiſe by theſe preſents, ſhall be my effectual Deed in law, to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then there my ſelf. In witneſs &c.

Another Letter of Atturney to enter upon Lands, and to deliver a Leaſe.

TO all &c. We T. A. and R. M. ſend greeting. Whereas we the ſaid T. A. and R. M. have ſigned and ſealed to one Indenture bearing date with theſe preſents, purporting a Leaſe demiſed or granted to I.H. of &c. of all that our Mannor or Farm of

of &c. with the houſe, barns, ſtables, orchards, gardens &c. and all that our ſite of Rectory or Parſonage of L. in the ſaid County of N. together with the Demeaſn Lands to the ſaid Mannor or Farm belonging or appertaining; To hold from the enſealing and delivery of the ſame Indenture for the term of 6 years then next enſuing, as by the ſame Indenture of Leaſe at large appeareth. Now know ye, that we the ſaid A. T. and R. M. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute, and in our ſteads and place put and appoint our truſty and well beloved Friend J. H. &c. our true and lawful Atturney and Aſſignee, for us, & in our ſteads and names to enter and come into and upon all that the ſaid &c. and other the Lands aforeſaid, or into ſome part thereof; and then and there, after ſuch entry made, to deliver unto the ſaid I. H. (as our very act and deed) the ſaid Indenture of Leaſe above mentioned, to hold according to the tenure of the ſaid Indenture. And further, to do and execute all & every ſuch further thing or other act whatſoever, as ſhall be needful to be done and performed in that behalf, in as large, ample, and effectual manner as we our ſelves might or could do, if we were perſonally preſent. In witneſs &c.

A Letter of Atturney upon a ſpecialty being not due, with Covenants to juſtifie actions.

TO all &c. to whom this preſent writing ſhall come, Sir T. R. of &c. ſendeth greeting in our Lord God everlaſting. Whereas H. F. of &c. Gentleman, in and by one Obligation with condition thereupon endorſed, bearing date &c. is and ſtandeth bound unto the ſaid Sir T. R. in the ſum of &c. of lawful &c. conditioned for the true payment of &c.

on the &c. next &c. at or in the &c. as in and by the ſaid Obligation and Condition thereof at large appeareth. Now know ye, that the ſaid T. R. for divers good cauſes and conſiderations him moving, hath aſſigned, ordained and made, and in his ſtead and place put and conſtituted his truſty and well beloved friend R. D. Citizen &c. his true and lawfull Atturney, for him, and in his ſtead and name, and to the onely proper uſe and behoof of the ſaid R. D. to ask, require and receive of the ſaid H. F. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of &c. at the ſaid day and place aforeſaid. And if default be made in payment of the ſaid ſum of &c. as aforeſaid, Then he the ſaid Sir T. R. doth by theſe preſents, make, ordain, conſtitute and appoint the ſaid R. D. to be his true and lawful Atturney, for him, in his name, and to the only uſe of the ſaid R. D. to ask, levy, demand, recover, and receive of the ſaid H. F. his Executors and Adminiſtrators, the ſaid ſum of &c. ſo forfeited unto him the ſaid Sir T. R. for non-payment of the ſaid ſum of &c. at the day, time and place aforeſaid: Giving, and by theſe preſents granting unto his ſaid Atturney, his full power and lawfull authority in the premiſſes; and upon default of the ſaid ſum of &c. or any part thereof, the ſaid H. F. his heirs, Executors, Adminiſtrators &c. or any of them, to arreſt, ſue, implead, impriſon and out of priſon to deliver, and pleas and proſecutions againſt them and every of them to ſuſtain and maintain according to the courſe of the Law; and upon the receipt of the ſaid ſum of &c. or any part thereof, Acquittances or other diſcharges for him and in his name to make, ſeal and deliver: and one Atturney or more under him to ſubſtitute, and at his pleaſure to revoke, and all and every other act and acts, thing and things, device & devices in the Law whatſoever needful

needful or requiſite to be done in or about the premiſſes, for him, and in his name to do, execute and perform, as fully, largely and amply in every reſpect, as he himſelf might or could do, if he were perſonally preſent; ratifying, allowing, and holding firm and ſtable, all or whatſoever his ſaid Atturny or his Subſtitute lawfully authorized, ſhall lawfully do or cauſe to be done in or about the execution of the premiſſes by theſe preſents. And the ſaid T. R. for himſelf &c. that he the ſaid T. R. his Heirs, Executors and Admin. and every of them, at all time and times hereafter upon the reaſonable requeſt, or notice to him given, and at the coſts and charges in the Law of the ſaid R. D. his Executors, Admin. or Aſſigns, or ſome of them, ſhall and will maintain, juſtify and avow with effect all & every ſuch action & actions, Writ or Writs, Pleas, Proceſs, Judgements and Executions whatſoever, which by the ſaid R. D. his Ex. Adminiſt. or Aſſigns, ſhall at any time hereafter be lawfully ſued, commenced, had or brought in his name againſt the ſaid H. F. his heirs, exec. or adm. or any of them, upon or by reaſon of the Obligation above mentioned, or of any ſum or ſums of money therein mentioned or contained. And alſo that he the ſaid T. R. hath not at any time heretofore; neither he, his executors, or adminiſtrators, or Aſſigns, or any of them, at any time hereafter ſhall or will remiſe, releaſe or otherwiſe diſcharge the ſaid H. F. his heirs, Executors or Adminiſtrators, or any of them, of the ſaid Obligtion above recited: nor yet of any ſum or ſums of mony therin contained, without the ſpecial licenſe, conſent or agreement of the ſaid R. D. his Executors, Adminiſtrators or Aſſigns, or ſome of them thereunto firſt had and obtained in writing under his or their hands and ſeals, and that all the benefit and commodity that

ſhall be recovered, obtained or gotten by means of any ſuch action, ſute, plaint, judgement or executions, ſhall redound, come and be to the only uſe and behoof of the ſaid R. D. his &c. without any accompt or other thing therefore to be yielded or done to the ſaid Sir T. R. his etc. or any of them. In witneſs &c.

A letter of Atturney general to receive debts & rents.

KNow all men by theſe preſents, that I, A. W. of &c. have aſſigned, ordained and made, and in my ſtead and place by theſe preſents put and conſtituted my truſty and wel-beloved ſervant H. H. of &c. to be my true and lawfull Atturney, for me, and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive all and every ſuch debts, rents and ſums of mony as are now due unto me, or which at any day or daies, time or times hereafter, ſhall be due, owing, belonging or appertaining unto me by any manner of waies or means whatſoever, frō any perſon or perſons whatſoever. Giving & grāting unto my ſaid Atturney by theſe preſents, my full and whole power, ſtrength & authority in and about the premiſſes; & upon the receit of any ſuch debts, rents and ſums of money aforeſaid, acquittances or other diſcharges for me & in my name, to make, ſeal and deliver; and all and every other act & acts, thing and things, deviſe and deviſes in the Law whatſoever needful & neceſſary to be done in & about the premiſſes, for the recovery of all or any ſuch debts, rents or ſums of money, as aforeſaid, for me and in my name in do, execute and perform, as fully, largely & amply to every reſpect, to all intents, conſtructions, and purpoſes, as I my ſelf might or could do, if I were perſonally preſent; ratifying, allowing and holding firm

firm and ſtable all and every ſuch act and acts. In witneſs etc.

A ſhort Letter of Atturney of a Bond not due.

KNow all men etc. That I A. B. of etc. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint R. B. of etc. to be my true and lawfull Atturny irrevocable, for me, in my name, and to his uſe, to ask, demand and receive of etc. the full ſum of etc. which ſhall be due and payable unto me by the ſaid etc. at the Feaſt of etc. next and immediately enſuing the date of theſe preſents, by vertue of one Obligation to me made from the ſaid etc. bearing date etc. laſt paſt, before the date of theſe preſents, as by the ſame obligation etc. And for non payment of the ſaid ſum of etc. at the day and place aforeſaid, I do by theſe preſents authorize and appoint the ſaid etc. for me, and in my name, and to the uſe aforeſaid, to ask, leavy, ſue for, recover and receive of the ſaid etc. the ſaid full ſum on penalty of etc. to be then due and forfeited unto me for ſuch non-payment. Giving and by theſe preſents granting unto my ſaid Atturney, my full power and abſolute privilege, right, benefit and authority in all things whatſoever, which doth, can or may in any wiſe touch or concern the premiſſes, either for the receipt of the ſaid ſumme of etc. on the day above mentioned, or for the doing and performing of any other act and acts, thing and things whatſoever, as ſhall be needfull and requiſite to be done, proſecuted and performed for the recovery of the ſame, or the ſaid penalty, in caſe of forfeiture as aforeſaid: And that in as large and ample manner in every reſpect, and to all intents

and purposes, as I my self might or could do if I were in person present. And what soever my said Atturney or his Substitute lawfully authorized, shall do or cause to be done in the premisses, I promise to allow of, and confirm by these presents. In witness &c.

A short Letter of Atturney for the setting over of a Bond forfeited.

KNow all &c. that I, H.H. of &c. have made, ordaind, constituted and appointed, and by these presents do make, ordain, constitute and appoint my trusty and wel-beloved friend W. M. of &c. to be my true and lawful Atturney, for me, and in my stead and name; and to his own use, to ask, levy, recover, demand and receive of T.M. and N.L. of &c. Gentleman, and either of them, their and either of their executors and administrators, the sum of &c. which they have forfeited, and from me unjustly do detain and keep, for non-payment of the sum of &c. at a certain day past, as by one obligation with condition thereupon endorsd, bearing date &c. more at large it doth and may appear. Giving and by these presents granting unto my said Atturney, my full power and authority in all things touching this my present business, and in my name, to commence and prosecute any action or actions, sute or sutes, for the recovering and getting of the said summe of &c. and every or any part or parcel thereof; and Atturney or Atturneys in that behalf to constitute and make, and upon receipt thereof, or of any part thereof, acquittances or other lawful discharges, in my stead and name to make, seal and deliver; ratifying and allowing by these presents, all and whatsoever my said Atturney or his assigns, shall for obtaining and re-

recovery of the ſaid ſum of &c. or any part therof, do or cauſe to be done in my ſtead and name. And alſo I the ſaid H. H. do covenant & promiſe by theſe preſents, That I the ſaid H. H. have not releaſed nor will releaſe the ſaid T. M. and N. &c. of the ſaid Bond, nor of the penalty therin contained, nor countermand this preſent Letter of Atturny, nor the authority thereby granted, nor any ſute, act or proceeding at any time hereafter, by vertue of theſe preſents to be brought or done. In witneſſe &c.

A Letter of Atturney to take poſſeſſion of lands delivered by a Sheriff upon an Extent.

KNow all men by theſe preſents, That I, A. B. &c. Eſquire, have made, ordained, conſtituted, and by theſe preſents put & appointed my welbeloved Friend C. D. to be my true and lawfull Atturny, for me, and in my ſtead and name to enter into the Mannor of H. with the appurtenances, in the County of L. and now in the tenure or occupation of &c. of the yearly value of &c. and full and peaceable poſſeſſion and ſeizen therof, for me, & in my ſtead and name, and to my uſe, to take, receive, retain & keep as to him the ſame ſhall be delivered by the Sheriff of the ſaid County of &c. according to the tenor, purport and effect of his Majeſties Writ of Extent unto the ſaid Sheriff in that behalf directed. Giving and granting by vertue of theſe preſents unto my ſaid Atturney, my full power and authority, and all and every thing and things, needful, neceſſary or requiſite to be had, made or done for or concerning the ſaid poſſeſſion, taking, or the retaining of the ſame to my uſe, as aforſaid, the ſame for me, in my ſtead and name to do, uſe, execute and exerciſe as fully and wholly, and in as large and ample

ple manner and form, and to all intents and purpoſes as I my ſelf might or could do, if I were perſonally preſent; Ratifying, allowing and holding firm and ſtable all and whatſoever my ſaid Atturny ſhall lawfully do or cauſe to be done in or about the execution of the premiſſes, by vertue of theſe preſents. In witneſs &c.

A *Covenant for the leavying of a Fine.*

AND the ſaid C. D. for himſelf, his Executors etc. and for every of them, doth covenant and grant to and with the ſaid W. C. and F. W. their executors, adminiſtrators etc. That he the ſaid C. D. or his heirs, ſhall and will at and before the etc. at the proper coſts and charges in the Law of the ſaid C. D. his heirs etc. according to the uſuall courſe of fines and recoveries uſed and accuſtomed, leavy one lawfull and ſufficient Fine, and ſuffer a lawful and ſufficient recovery to be had and made againſt him the ſaid C. D. and his heirs, unto the ſaid W. C. and F. W. and their heirs, or the Survivor of them, or to ſuch other perſon and perſons as they the ſaid W. and F. or the Survivor of them or their Heirs, ſhall nominate and appoint, of all that Meſſuage etc. (naming the Lands) with all and ſingular their appurtenances, ſituate and being in C. aforeſaid, in the County of B. Which ſaid Fine or Fines, Recovery or Recoveries, and all other aſſurances and conveyances to be had, made, leavyed, acknowledged and executed of the premiſſes, or any part thereof, by the name or names aforeſaid, or by any other name or names, or in any other manner or form ſhall be, and the ſaid W. C. and F. W. and their heirs, and all and every other perſon and perſons, and the Survivor of them and his heirs

to

to whom the ſaid fine ſhall be leavied or acknowledged as aforeſaid, ſhall ſtand and be ſeized of all and ſingular the premiſſes, and every part thereof, to the onely proper uſe and behoof of the ſaid W. and F. and their heirs for ever, to the intent a lawfull and ſufficient recovery may be had of all and ſingular the premiſſes, and of every part and parcel thereof, according to the true intent and meaning of theſe preſents, which ſaid recoveries ſhall be, and ſhall be alwaies deemed, adjudged and taken to be to the only uſe and behoof of the ſaid W. C. and F. W. and of the heirs males of their bodies to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of the ſaid W. C. and of his heirs and aſſigns for ever. In witneſs &c.

A *Covenant to ſurrender a Copy-hold at the next Court.*

AND the ſaid &c. for himſelf, his &c. doth covenant and grant to and with the ſaid &c. his &c. that at the next Court holden at the Mannor of E. in the County of W. the ſaid R. I. and his wife, ſhall come and perſonally appear in the face of the ſaid Court of the ſaid Mannor, and in the open face of the ſaid Court, according to the uſual cuſtome of the ſaid Mannor, ſhall into the hands of the Steward of the ſaid Court, or his Deputy, Surrender, aſſign and yield up to the uſe of the ſaid T. S. his heirs, Executors, Adminiſtrators and Aſſigns, all that their right, eſtate, title, intereſt and demand, which they now have, or by any means may have of and in the ſaid copy-hold Land and Tenements, with the appurtenances, called or known by the ſaid name or names of &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the ſaid R. I. by Copy of court-roll of the ſaid Mannor

nor of W. or to the ſame, or to any part or parcell of the ſame belonging, or ſo reputed, eſteemed or taken, &c.

A Covenant for further aſſurance.

AND the ſaid L. M. for himſelf, his &c. that he the ſaid L. M. and A. his now wife, and the Heirs of the ſaid L. and all and every other perſon and perſons whatſoever, having or claiming, or which ſhall or may have or claim, or pretend to have any manner of right, title, intereſt or other thing, into or out of the before mentioned premiſſes, or any part or parcel thereof, from or under the ſaid L. M. ſhall and will from time to time, and at all times hereafter, upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid &c his heirs or Aſſigns, make, do, ſuffer, acknowledge, and execute, or cauſe to be made, done, acknowledged, ſuffered and executed, all and every ſuch further lawfull act and acts, thing and things, deviſe and deviſes, conveyances and aſſurances in the Law whatſoever, for the further, better, and more perfect aſſurance, ſurety, ſure making and conveying of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all other the premiſſes aforeſaid, and every part and parcel thereof, unto the ſaid L. B. his heirs and aſſigns for ever, be it by fine or fines, with proclamation, Recovery or Recoveries, with double or ſingle Voucher or Vouchers, Deed or Deeds, enroled or not enroled, the enrolement of theſe preſents, releaſe, confirmation, with warranty againſt all and every perſon or perſons, or without warranty, or by all, any, or as many of the waies means and deviſes aforeſaid, or by any other waies or means whatſoever, as by the Councel learned in the

the Laws of the ſaid L. B. his &c. ſhall or may be deviſed or required, ſo as the ſaid L. M. and A. his wife, their Executors &c. be not enforced or compelled to travell above twelve miles from his or their dwelling place, or the Cities of *London* and *Weſtminſter*, for the making, doing and executing thereof &c.

A *Covenant that the premiſſes are diſcharged of Incumbrances.*

AND the ſaid A. B. for himſelf, &c. That the ſaid Meſſuages, Lands &c. and all and ſingular other the premiſſes with the appurtenances before in and by theſe preſents granted, bargained, &c. and every part and parcel thereof, at the time of the enſealing and delivery of theſe preſents, are, and ſo at all times hereafter for ever, and from time to time ſhall be, remain and continue unto the ſaid T. A. his Heirs and Aſſigns, clearly acquitted and diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other bargains, ſales, gifts, grants, Leaſes, Jointures, Dowers, Uſes, Wills, Intails, Rents, Chargerents, Seck-arrerages of Rents, Fines for Alienation, Statutes, Recognizances, Judgements, Executions, Seizures, Intruſions, Extents, and of and from all and ſingular other charges, titles, troubles, incumbrances and demands whatſoever, had, made, acknowledged, conſented unto, committed, procured, done or ſuffered by the ſaid A. B. his Heirs or Aſſignes, or by any other perſon or perſons whatſoever, the Rents and Services, from henceforth to be due to the chief Lord or Lords of the Fee or Fees, whereof the premiſſes are holden, onely excepted &c.

A Covenant that he is lawfully ſeized in fee ſimple, or fee-tail, and hath power to demiſe.

AND the ſaid G. H. for himſelf, &c. that he the ſaid G. H. at the time of the enſealing and delivery of theſe preſents, is and ſtandeth lawfully ſeized of an indefeazable eſtate of Inheritance in Fee-ſimple or Fee-tail, of and in all and ſingular the before demiſed premiſſes, with the appurtenances, and every part and parcell thereof, without any manner of condition or limitation of uſe or uſes, to alter or change the ſame: And alſo that he the ſaid G. H. now hath full power, true title, and abſolute authority, to demiſe, grant &c. the ſaid &c. and all and ſingular other the premiſſes, with the appurtenances before demiſed, and every part and parcell [illegible] the ſaid I. P. his Executors, Adminiſtrators and Aſſigns, for the term of &c. in manner and form, as in and by theſe preſents is mentioned, limitted and expreſſed.

A Covenant that the Leaſſee ſhall not cut down or fell the Trees, without the conſent of the Leaſſor.

AND the ſaid T. H. for himſelf &c. that he the ſaid T. H. his &c. or any of them, ſhall not at any time hereafter during the ſaid term, commit or cauſe, procure or wittingly ſuffer to be committed or done, any manner of wilfull waſt or deſtruction, in or upon the premiſſes, or any part thereof, nor ſhall cut down, fell, take or carry away any of the woods, under-woods or Trees growing, ſtanding or being, or which hereafter ſhall grow, ſtand or be, in or upon the premiſſes before demiſed, or in or upon any part or parcel thereof, without the licence, conſent

ſent or agreement of the above named U. R. his Heirs or Aſſignes in writing firſt had and obtained.

A Condition of Arbitrament generall and ſpecial.

THe Condition &c. That if the within bounden R. C. and R. A. their &c. and every of them, do and ſhall, for their, and every of their parts and behalfs, in all things well and truly ſtand to, abide, obey, obſerve, perform, fulfill and keep the award, arbitrament, order, rule, determination and judgement of &c. Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid R. C. and R. A. as on the part and behalf of the within named R. S. and &c. to arbitrate, award, rule, decree and judge of, for, upon, touching or concerning all actions, ſutes, doubts and variances concerning &c. out of the Mannor of L. in the Pariſh of W. in the County of &c. now in queſtion and controverſie, between the ſaid parties; And alſo for, touching and concerning all and al manner of other ſutes, quarrels, debts, debates, duties, bonds, ſpecialties, controverſies, tranſgreſſions, offences, ſtrifes, contentions, reckonings, accompts, and demands whatſoever, which between the ſaid R. C. and R. A. on the one part, and the ſaid I. G. the Elder, and the ſaid I. S. the Younger, and divers other perſons on the other part, at any time from the beginning of the world, untill the day of the date of theſe preſents, have been had, moved, ſtirred, or are in any wiſe depending, ſo alwaies as the ſame award, arbitrament, or determination and judgement of the parties, in and upon the ſame premiſſes, be made and given up in writing indented, under their hands and Seals, ready to be delivered

livered to the ſaid parties, at or in &c. on or before &c. That then this, &c.

A Condition for the truth of an apprentice, and to reſtore the value of all ſuch goods, as by proof ſhall appear, he hath imbeazled.

THe Condition &c. That whereas I. D. &c. ſon of &c. by his Indenture of apprentiſhip, to the within named W. G. hath bound himſelf to the ſaid W. G. with him to dwell and abide, from the feaſt of &c. unto &c. from thence next enſuing, fully to be compleat and ended, as in and by the ſaid &c. more fully may appear; if therefore the ſaid I. D. the Apprentice, do or ſhall at any time or times hereafter during the ſaid term of &c. wilfully waſte, imbeazle, conſume, ſpend or make away, or otherwiſe deliver or lend upon truſt, without ready money, to any perſon or perſons, without the conſent of the ſaid M. G. his Maſter, any of the goods, wares, monies, or Merchandize of the ſaid W. G. his Executors or Aſſigns; Then if the above bounden L. M. his Executors or Aſſigns, or any of them, do and ſhall within two moneths next after requeſt made, and notice thereof given, from time to time, during the ſaid term, well and truly pay, or cauſe to be paid, to the ſaid W. G. his executors or aſſigns, the full ſum and value of all ſuch goods, wares, money or merchandize, as by juſt and true proofs ſhall appear, the ſaid I. D. to have ſpent, imbeazled, waſted, conſumed or lent, without conſent as aforeſaid, to the hurt and hindrance of the ſaid W. G. his Executors or Aſſigns, without fraud or coven, That then &c.

A

A Condition to acknowledge ſatisfaction upon a Judgement.

THe Condition &c: That if the within bounden I. P. his executors, adminiſtrators or aſſignes, or any of them, do or ſhall before the end of Eaſter Term now next comming, after the date within written, by himſelf, or by his or their lawfull Atturneys in the Kings Majeſties Court of Common Pleas, confeſs and acknowledge ſatisfaction of all ſuch Judgements and Executions, as the ſaid I. P. hath recovered in the ſaid Court againſt W. L. of &c. Gentleman, that then &c.

A Condition to make aſſurance upon requeſt.

THe Condition &c. that if the within bounden H. S. or his aſſigns, ſhall and will at all times hereafter, upon reaſonable requeſt, and at the coſts and charges of the within named I. F. his heirs and aſſigns, by ſuch lawful act and acts, thing and things, conveyances and aſſurances in the law whatſoever, as by the ſaid I. F. his heirs or aſſignes, or his or their councel learned in the law ſhall be reaſonably deviſed, or required, lawfully and ſufficiently give, grant, convey and aſſure, unto the ſaid I. F. his heirs and aſſigns for ever, all that &c. in the Town and Pariſh of I. in the County of D. now in the tenure of &c. clearly acquitted & diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſs, of and from all and all manner of former bargains, ſales, charges, tirles, troubles and incombrances whatſoever, had, made, committed or done, by the ſaid H. S. or by any other perſon or perſons whatſoever, That then &c.

A Condition to find one his diet by the year.

THe Condition &c. That if the within bounden T. W. his executors or aſſigns, do and ſhall at his and their own proper coſts and charges, find, provide and allow unto I. B. or any ſervant of the within named I. B. in his ſtead and place, good, wholeſome and ſufficient diet and victuals of meat and drink meet and convenient, and in ſuch ſort as is now by the above bounden T. W. allowed, for the time and ſpace of one whole year, from the Feaſt of the Nativity of &c. next enſuing &c. at or in the now &c. And if at any time the ſaid I. B. or ſuch ſaid ſervant of the ſaid I. B. ſo to be dieted for the time being, ſhall abſent himſelf from his ſaid Commons by the ſpace of ſix weeks or more together, at any time or times during the ſaid term, If then and ſo often as he ſhall be abſent, the ſaid T. W. his executors or aſſignes, do and ſhall find diet and victuals for the ſaid I. B. &c. for ſo long time after the end of the ſaid term, as they ſhall have been abſent, as aforeſaid, according to the true meaning of theſe preſents, That then &c.

A Condition to repay all ſuch charges as the Tenant ſhall be at, by reaſon of the payment of his rent, there being controverſie concerning the title of the Houſe.

THe Condition &c. That whereas there is a controverſie or queſtion between the above bound E. H. and others, touching their ſeveral rights or intereſts in the now dwelling houſe of the above named T. T. ſituate &c. And whereas upon an agreement made between the ſaid E. H. and T. T. the ſaid T. T is contented to pay the rent of his ſaid houſe, it being 50 l.

ing 50 l. *per an.* unto the ſaid E. H. as the ſame ſhall grow due according to his leaſe. If therefore the ſaid E. H. his &c. do and ſhall well and truly pay or cauſe to be paid unto the ſaid T. T. his executors or aſſigns, all ſuch rent, ſum and ſums of money, charges and damages whatſoever, as ſhall by due proceeding in the law be adjudged or decreed againſt him the ſaid T. T. his executors &c. and all other coſts and damages whaſoever, which he the ſaid T. T. ſhall ſuſtain or be at by reaſon of any actions, ſutes or forfeitures whatſoever, which ſhall or may happen or be unto the ſaid T. T. his executors, adminiſtrators or aſſignes, by reaſon or means of the payment of the ſaid Rent, or any part therof, unto the ſaid E. H. his executors, adminiſtrators or aſſigns: That then &c.

A Condition to diſcharge the Church-Wardens and Pariſhoners of a child born in the pariſh.

THe Condition &c. That whereas one M. H. hath of late been delivered of a man child within the pariſh of &c. within written; to the which child the within bound E. G. by his own voluntary confeſſion doth acknowledge himſelf to be the Father. If therefore the ſaid E. G. his heirs, executors or aſſignes, and every or any of them, do from time to time, and at all times hereafter, fully and clearly acquit, diſcharge and ſave harmleſs as well the within named I. B. and H. L. Church-Wardens of the Pariſh Church of &c. afore ſaid, and their Succeſſors for the time being, and every of them; as alſo all the Inhabitants and Pariſhoners of the ſaid Pariſh, which now are, or hereafter ſhall be for the time being, and every of them, of and from all and all manner of coſts, charges and expences whatſoever, which ſhall or may in

any manner of wiſe, at any time hereafter ariſe, happen, come, grow or be impoſed upon them or any of them, for, or by reaſon or means of the birth, education, nouriſhing and bringing up of the ſaid Child; And of and from all other actions, ſutes, charges, troubles, impeachments and demands whatſoever, touching or concerning the ſame, That then &c.

A *Condition for the ſurrender of Copy-hold lands, and to cauſe him to be admitted Tenant.*

THe Condition &c. that if the within bounden I. K. and his heirs, do and ſhall at the next Court to be holden for or within the Mannor of H. in the County of E. ſufficiently and in due form of Law, ſurrender and yield up unto or for the uſe and behoof of the within named L. M. his heirs and aſſigns, or of ſuch other perſon or perſons, and their heirs and aſſigns, as the ſaid L. M. ſhall nominate and appoint, All that his Copy hold, Meſſuage or Tenement, & the lands thereunto belonging, containing by eſtimation 16 acres, be it more or leſs, now or late in the tenure or occupation of N. O. or of his aſſignes, parcel of the Mannor of H. aforeſaid, with all and ſingular out-houſes, Eaſments, commodities and appurtenances to the ſame appertaining, clearly acquitted and diſcharged of all Dowers and titles of Dower whatſoever; and do then and there alſo procure and cauſe the ſaid L. M. or ſuch other perſon or perſons by him to be nominated, as aforeſaid, to be onely and lawfully admitted Tenant of the ſame premiſſes ſo to be ſurrendred, according to the cuſtome of the ſame Mannor, That then this &c.

A Condition for quiet enjoying a Mannor, according to an assignment thereof.

THe Condition etc. that if the within named R. I. his etc. and every of them, shall or may lawfully, peaceably and quietly have, hold, occupy and enjoy the mannor of S. with the appurtenances, in the C. of O. with all lands, tenements, profits, privileges, rents, Court Leet and advowsons, woods, underwoods, and all other Hereditaments thereunto belonging or appertaining, without the let, trouble, suit, eviction, disturbance or contradiction of the within bounden W. G. L. G. and M. G. or any of them, their or any of their heirs, executors, administrators or assigns, or any of them, or any other person or persons whatsoever, having, claiming or pretending to have any manner of right, title, interest, property, claim or demand, of, in or to the said Mannor and premisses aforesaid; or of, in or to any part or parcel thereof, by, from or under the said W. G. M. G. and L. G. or either or any of them, according to the tenor, purport, effect and true meaning of one Indenture of Assignment bearing date the etc. made and sealed by the said W. G. unto the said R. I. of the premisses aforesaid, as by the said Indenture may appear: That then etc.

A Condition for assurance of Lands.

THe Condition etc. That if the within bounden W. B. shal upon reasonable request to him to be made by the within named T. H. his heirs or assigns on this side, and before the least day of etc. next ensuing the date within written, convey and assure unto the said T. H. his executors and assigns for ever, one

Close of pasture, containing by estimation one acre, abutting upon F. towards &c. one other Close &c. all which premisses are situate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them in the County of B. by such conveyances & assurances in the Law as by the said T:H. his heirs and assigns, or by his or their councel learned in the laws, shall be reasonably devised or advised and required (discharged of all incumbrances whatsoever, the chief rents and services therfore due and payable to the chief Lord or Lords of the Fee or Fees of the Premisses only excepted) And also if the said W B. his &c. & every of them, do and shall, untill the said conveyance & assurance shall be made and passed as aforesaid, quietly permit and suffer the said T.H. his heirs and assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premisses, and of every part and parcel thereof, without any manner of let, sute, trouble, disturbance or contradiction of the said W. B. his &c. or any of them, or of any other person or persons whatsoever, by his, or their or any of their means, right, title, interest or procurement, and without any account, or any other thing therefore to be yielded, paid or done unto the said W. B. his heirs or assigns, or to any other person or persons whatsoever; That then this &c.

A Condition to pay a sum of money quarterly.

THe Condition &c. that if the within bounden B.M. his &c. or any of them, do well and truly pay or cause to be paid unto the within named N.D. his &c. the full sum of &c. at or in the &c. in manner and form following, viz. on the &c. next ensuing, the

the date above written, the ſum of 5l. thereof, at the place aforeſaid, on &c. 5. l. more thereof at &c. on &c. 5 more at &c. and on &c. 5 l. more at &c. and ſo forth every quarter of a year quarterly, one next and immediately enſuing another, on every of the quarter daies aforeſaid, & at the place above named for payment thereof, 5. l. untill the ſaid ſum of &c. ſhall be in ſuch ſort, and after ſuch manner, fully ſatisfyed, contented and paid, That then &c, But if default of payment ſhall be made of or in the payment of the ſaid ſum of &c. or any part therof, contrary to the manner and form above rehearſed, then it ſhall ſtand and abide &c.

A Condition to lend a ſum of money at a certain day nominated for a certain time then following, without intereſt.

THe Condition &c. that if the within bounden I. W. and N. Y or either of them, do and ſhall on the &c. next enſuing the date within written, deliver and lend unto the within named E. P. at or in the &c. the full ſum of &c. upon the ſingle bond of the ſaid E. P. until the &c. day of &c. next enſuing, without loan, intereſt or other conſideration to be had for the ſame; that then &c.

A Condition for payment of an Annuity.

THe Condition &c. that if the within bound T. R. and T. P. or either of them, their or either of their &c. or any of them, do and ſhall every year yearly, from & after the Feaſt-day of &c. next enſuing the &c. well and truly pay or cauſe to be paid to the within named I. S. his &c. one annuity yearly

yearly rent or ſum of &c. of lawful etc. at four uſual feaſts or terms in the year, That is to ſay, on the feaſt-days of &c. by even and equal portions, the firſt payment thereof to begin on the &c. next enſuing &c. that then the &c. But if default ſhall happen to be made of or in the payment of the ſaid annuity, yearly rent or ſum of &c. at any of the ſaid feaſt days on which the ſame ought to be paid at any time during the ſaid term of etc. contrary to the true intent and meaning of theſe preſents, That then it ſhall ſtand and abide in full force, ſtrength and vertue.

A Condition to pay a certain ſum of money at a day, and then to put in another ſurety, for payment of another ſum at a day then following.

THe Condition etc. That if the within bounden I.G. his etc. or any of them, do well and truly pay or cauſe to be paid unto the within named C.D. his etc. the full ſum of etc. at or in the etc. on the etc. and then alſo do and ſhall procure and cauſe another ſufficient ſurety to become bound with him the ſaid I.G. his etc. unto the ſaid C.D. his &c. by their obligation in due form to be made, in the penalty of etc. for the true payment of etc. more of etc. then next following, and which ſhall be in the year of our Lord God 1649. at the place aforeſaid, without fraud or coven, That then etc.

A Condition for performance, concerning copartnerſhip of an award.

THe Condition etc. That if the within bounden W. D. his etc. do for his and their parts and behalfs, in all things well and truly ſtand

ſtand to, obſerve, perform, fulfill and keep the Award, Arbitrament, Order, Finall end, Determination and judgement of A. B. of &c. and G. D. of etc. Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid W. R. as on the part and behalf of the within named W. I. to arbitrate, award, order, judge, determine and a final end to make, of, upon, touching and concerning all and every action and actions, ſutes, variances, ſum and ſums of money, claims and demands whatſoever, had, moved, depending, or ſtirring, or having, been, or now being in queſtion, ſute, trouble, or controverſie, between the ſaid parties, for, by reaſon or means of any manner of dealing etc. during the late co-partnerſhip, between them the ſaid W. and I. in any manner of wiſe, ſo as the ſame award, arbitrament etc. of the ſaid Arbitrators, of, and upon the premiſſes, or any part therof, be made and put in writing under their hands and ſeals, ready to be delivered to the ſaid parties, or or before the etc. next enſuing the etc. That then etc.

A *Condition to ſave harmleſs of a Recognizance taken for ones appearance.*

THe Condition etc. that if the within bounden I. R. his heirs etc. do at all times hereafter, & from time to time, clearly acquit & diſcharge or ſufficiently ſave & keep harmleſs the within named G. S. and B. N and every of them, their and every of etc. againſt our Soveragn Lord the Kings Majeſtie, and all others, of and for all and every ſuch recognizances, wherein and wherebv they the ſaid G. S. and B. N. or either of them, ſtand charged or bound to our Soveraign Lord the Kings Majeſty, for the ſaid R. I. or for his perſonal appearance, in his Maje-

Majesties Court of Record, called the *Kings Bench* at *Westminster*, in *Trinity* Term next, to answer all such matters as shall be objected against him, and of and for all and every sum and sums of money, matter, thing & things, in the said Recognizance and Recognizances, and every of them, mentioned or contained, and of and from all actions, sutes, costs, losses, troubles, extents, and damages, that shall or may arise or grow, touching or concerning the same, or any of them, in any manner or wise, That then &c.

A Condition to save one harmless, for the bailing of one at two several actions.

THe Condition &c. that whereas the within named I. D. at the special instance and request of the within bounden W. W. hath main-prized or taken to bail the said W. W. in the Sheriffs Court holden in the *Counter* in *Woodstreet London*, of and for two actions, the one of trespass, damages 20 l. at the sute of &c. and the other of Debt, upon the demand of &c. at the sute of &c. as by the Records of the same Court may appear; If therefore the said W. W. his &c. and every of them, do at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said I. D. his &c. and every of them, and all his and their goods, and chattels, and every part and parcel of them, against all persons whatsoever, of and for the mainprizing and taking to bail of the said W. W. and of and for the severall actions aforesaid, and of and for all actions, sutes, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching or concerning the premisses, or any of them, in any man-

manner of wiſe, That then this preſent obligation to be void &c.

A Condition for payment of money, if a man be non-ſuted.

THe Condition &c. That whereas one E. G. is admitted to ſue in *Forma Pauperis*, in his Majeſties Court of &c. againſt W. W. and A. B. for the recovery of certain Lands and Tenements, in the C. of K. if the ſaid E. G. ſhall be non-ſuted in the ſaid action, or that the ſame action ſhall paſs againſt him by verdict or otherwiſe, then if the above bounden R. R. or E. G. their executors or aſſigns, or any of them, do or ſhall truly pay, or cauſe to be paid, all and ſingular ſuch coſts, charges and ſums of mony, as by any the Juſtices of the ſaid Court ſhall in that caſe be thought convenient or awarded, without fraud, etc. That then &c.

A Condition for performance of Covenants.

THe Condition &c. That if the within bounden H. W. his &c. and every of them, do well and truly obſerve, perform, fulfill, accompliſh and keep all and ſingular the Covenants, grants, articles, clauſes, conditions and agreements whatſoever which on his and their parts and behalfs are or ought to be obſerved, performed, fulfilled and kept, mentioned and comprized in one pair of Indentures of Leaſe, bearing date within written, made between the within named E. W. of the one part, and H. W. of the other part, according to the tenor, effect and true meaning of the ſame Indenture, That then &c.

A Condition for passing a Fine.

THe Conditiõ etc. that if the within bounden W. E. and A. his now wife, and the heirs of the said W. at the costs and charges in the Law of the within named R. M his etc. next ensuing the date etc. shall levy one fine etc. in the Court of Common-pleas at *West.* of one Messuage or Tenement, mentioned to be demised to the said R. M. in and by one Indenture of lease, bearing date etc made between the said W. E. on the one part, and the said R. M. on the other part, according to due course of Law, by such name and names, and in such manner and form, as by the said R. M. his etc. or by his or their Councel learned in the Law shall be devised or required, as well for the barring of the said A. from the title of Dower in the premisses, as for the better assuring and confirming of the premisses, unto the said R. M. his etc. for and during all the said term, by the said Indenture of Lease, granted under the Rent, in and by the said Indenture reserved against the said W. E. his heirs and assigns, according to the true meaning of the said Indenture, That then etc.

A Condition concerning mariage.

THe Condition etc. that whereas there is a Mariage (by Gods grace) intended to be shortly had and solemnized, between the above bounden A. D. and E. B. daughter of F. B. late of G. in the County of C. deceased, if after the said Mariage shall be solemnized between the said parties, it shall happen the said A shall dy, and him the said E. shall survive, then if the said A. B. shall at the time of his death, leave unto the said E. the summe of etc. or the

the value of &c. in goods and chattels to be freely taken, had, uſed and diſpoſed of, by her the ſaid E. her &c. at her and their own wills and pleaſures, without any claim, challenge, ſute, trouble, diſturbance, contradiction or demand, of, for, in or to the ſaid ſum or value of &c. or of any part or parcel thereof, therunto to be made by the executors &c. of the ſaid A. B. or by any other perſon or perſons whatſoever, That then, &c.

A plain Bill of debt.

BE it known unto all men by theſe preſents, that I A. B. of &c. do owe and am indebted unto C. D. of &c. in the ſum of &c. of lawfull money of *England*, to be paid unto the ſaid C. D. his executors, adminiſtrators or aſſigns, on the &c. next enſuing the date hereof; To the which payment well and truly to be made, I bind me, my heirs, executors and adminiſtrators, firmly by theſe preſents; In witneſſe whereof &c. I do hereunto ſet my hand and ſeal, this 4. of *July*, An. Dom. 1648.

A *Bill Obligatory.*

BE it known unto all men by theſe preſents, that I A. B. of &c. do ow and am indebted unto C. D. of &c. in the ſum of &c. of lawful money of *England*, to be paid unto the ſaid C. D. his executors, adminiſtrators or aſſigns, on the &c. next enſuing the date hereof, at &c. To the which payment well and truly to be made, I bind me, my heirs, executors and adminiſtrators, in the ſum of &c. of lawful money of England, firmly by theſe preſents. In witneſſe &c.

A Generall Releaſe.

KNow all men by theſe preſents, that I I.K. of &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents do for me, my executors, adminiſtrators and aſſigns, remiſe, releaſe, and for ever quit-claim, unto C. D. of &c. his executors, adminiſtrators and aſſignes, all and all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, Bills, Bonds, writings and accompts, debts, duties, reckonings, ſum and ſums of money, controverſies, Judgements, Executions and demands whatſoever, which I the ſaid I. K. ever had, or which my Executors, adminiſtrators and aſſigns, or any of us in time to come, can or may have, to, for or againſt the ſaid C. D. his executors, adminiſtrators or aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world, until the day of the date hereof. In witneſs &c.

A Releaſe of Errors.

BE it known unto all men by theſe preſents, That I W. A. of &c. for divers good cauſes and conſiderations me thereunto eſpecially moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents for me, my heirs, executors and adminiſtrators, do remiſe, releaſe, and for ever quit-claim unto E. D. his heirs, executors and adminiſtrators, and every of them, all and all manner of Error and Errors, and the benefit and advantage thereof, and of all miſpriſions of Error and Errors, defects and wrongful pleadings & proceedings whatſoever, had, made, committed, ſuffered, omitted, and done, at any time or times, before the day of the date of theſe preſents, in any action or actions, proſecuted and ſued by the ſaid E. C. againſt me the ſaid

aid W. A. in any Court or Courts of Record or otherwiſe; And all Error and Errors in the Iudgement or Judgements thereof, ſo that I the ſaid W. A. my Heirs, executors and adminiſtrators, and every of us, ſhall be for ever hereafter debarred and excluded, to ſue forth any Writ or Writs of Error or Errors concerning the ſame. In witneſe &c.

A Releaſe of Errors concerning a Judgement.

BE it known unto all men by theſe preſents, that I I. W. of &c. do by this my preſent writing, for me, my Heirs, executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto F. L. of &c. Eſquire, all and all and manner of Error and Errors, and miſpriſion of Error or Errors, which are or may be in one Judgement remaining upon Record, in his Majeſties Court of Common pleas at *Weſtminſter*, againſt the ſaid I. W. at the ſute of the ſaid F. L for 200 l. debt, and three pound thirteen ſhillings and four pence charges, or thereabouts, or in any the premiſſes or proceedings of the ſaid Judgement or ſute. In witneſs &c.

A Releaſe upon the receipt of a Legacy.

BE it known unto all men by theſe preſents, That I T. B. of &c. have the day of the date hereof received of I. T. Widow, Executrix of the laſt Will and Teſtament of H. T. of &c. deceaſed, all that Legacy or ſum of &c. to me the ſaid T. B. by the name of T. B. of &c. given and bequeathed; of which ſaid ſum of &c. by me received as aforeſaid, I acknowledge my ſelf fully ſatisfied and paid, and therof, and of every part and parcel thereof, do clearly acquit, exonerate and diſcharge the ſaid T. W. her executors and adminiſtrators, and every of them by

by theſe preſents : In witneſs whereof I have hereunto ſet my hand and ſeal &c.

A *Releaſe of Lands.*

TO all Chriſtian people &c. Know ye that A. B. of &c. for divers good cauſes and conſiderations him moving, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents for himſelf and his heirs, doth fully, clearly, and abſolutely remiſe, releaſe, and for ever quit claim, unto C. D. of &c. in his full and peaceable poſſeſſion and ſeizin, and to his heirs and aſſignes for ever, all ſuch right, eſtate, tile, intereſt and demand whatſoever, as he the ſaid A. B. had, or ought to have, of, in or to all &c. that the Mannor of &c. and &c. by any waies or means whatſoever; To have and to hold, all the ſaid Mannor &c. unto the ſaid C. D. his heirs and aſſigns, to the onely uſe and behoof of the ſaid C. D. his heirs and aſſigns, for ever, ſo that neither he the ſaid A. B. nor his heirs, nor any other perſon or perſons, for him or them, or in in his or their names, or in the name right or ſtead of any of them, ſhall or will by any way or means hereafter, have, claim, challenge or demand any eſtate, right, title, or intereſt, of, in or to the premiſſes, or any part or parcel thereof, But from all and every action, right, eſtate, title, intereſt and demand, of, in or to the premiſſes, or any part or parcel thereof, they and every of them, ſhall be utterly excluded and barred for ever by theſe preſents, and alſo the ſaid A. and his heirs, the ſaid Mannor, Meſſuages, Lands, Tenements and other the premiſſes, with the appurtenances to the ſaid C. D. his heirs and aſſignes, to his and their own proper uſe and uſes, in manner and form afore ſpecified againſt their heirs and aſſigns, and

and every of them, ſhall warrant, and for ever defend by theſe preſents. In witneſs &c.

A Releaſe of Lands, with a Covenant to lead the uſe of a Fine.

TO all Chriſtian people &c. I, E. F. of &c. ſend greeting; Know ye that I the ſaid E. F. for good and valuable conſiderations me moving, have given, granted, remiſed, releaſed, and quit claimed, and by theſe preſents do for me and my heirs, grant, remiſe, releaſe and for ever quit-claim, unto T. M. of &c. (in his full, peaceable and quiet poſſeſſion, and ſeiſin being) and to his Heirs and Aſſignes for ever, all the eſtate, right, title, intereſt, uſe, claim and demand whatſoever, which I the ſaid E. F. now have, or had, or which my heirs, executors or adminiſtrators, at any time hereafter ſhall or may have or claim, of, in or to all the Meſſuage, Tenement or Farm, called &c. in the ſaid County of &c. or of and into all and every, or any part or parcell thereof, by force and vertue of any Fine, or other aſſurance thereof, or any part thereof, acknowledged or made by the ſaid T. M. and G. his wife, to me the ſaid E. F. and I the ſaid E. F. do covenant and grant, for me, my heirs, executors and adminiſtrators, to and with the ſaid T. M. his Heirs, Executors and Aſſigns, that all Fines and other aſſurances whatſoever, heretofore acknowledged, or levyed of the premiſſes, or any part thereof, by the ſaid T. M. and G. his wife, to me the ſaid E. F. ſhall be for ever hereafter, and ſhall inure to the uſe of the ſaid T. M. and of the Heirs and Aſſigns of the ſaid T. for ever; And I the ſaid E. F. and my heirs, and all and ſingular the premiſſes, unto the ſaid T. M. and his heirs, to the uſe aſore-

ſaid, againſt me, my heirs &c. ſhall and will warrant and defend for ever by theſe preſents. In witneſs whereof &c.

A Revocation of uſes.

BE it known &c. that I, T. C. of &c. do by this my preſent writing, ſealed with my ſeal, and ſubſcribed with my name, in the preſence of H. S. T. O. C. B. three credible witneſſes, whoſe names are ſubſcribed, revoke, determine and make void and fruſtrate, all and every the uſes and eſtates, mentioned, raiſed, created, limitted and made, in and by one Indenture of Leaſe, bearing date the &c. in the year of the reign of &c. made between me the ſaid T. C. of the one party, and I. B. of &c. of the other party, of and for the Houſe and Site, and all other the Lands, Tenements and Hereditaments, with their appurtenances, in the ſaid Indenture mentioned, and of and for every part and parcel thereof; And I do by theſe preſents abſolutely limit, determine and appoint, that all & ſingular the feoffees, parties and perſons in the ſaid Indenture mentioned, and their heirs and aſſignes, ſhall immediately and from henceforth, ſtand and be ſeized of the Site, Houſe, Meſſuage, Lands, Tenements and Hereditaments in the ſaid Indenture mentioned, and of and in every part and parcel thereof, to the only uſe and Behoof of me the ſaid T. C. my heirs and aſſignes for ever, in a pure and abſolute eſtate in Fee ſimple, and to none other uſe, intent or purpoſe: In witneſs whereof, I the ſaid T. C. have to this my preſent writing put my hand and ſeal, and ſubſcribed my name in the preſence of the ſaid H. S. T. O C. B. three credible witneſſes, whoſe names are likewiſe ſubſcribed, the etc. in the year of the reign of etc.

A

A *Defeazance upon a Statute.*

THis Indenture made the &c. between I.I. of &c. of the one part, and W.G. of &c. of the other part, witneſſeth, That whereas the ſaid W. G. by his recognizance in the nature of a Statute ſtaple, bearing date with theſe preſents, taken & acknowledged before Sir I. L. Knight and Baronet, Lord Chief Juſtice of his Majeſties Court of *Kings Bench Weſtminſter*, is and ſtandeth bound unto the ſaid I. I. in the ſum of &c. payable, as in the ſaid recited Recognizance or Statute Staple may appear: Nevertheleſs, the ſaid I.I. is contented and pleaſed, and doth for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid W. G. his heirs, executors and adminiſtrators, by theſe preſents, that if the ſaid W. G. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly content and pay, or cauſe to be paid unto the ſaid I.I. his executors, adminiſtrators or aſſigns, the full ſum of &c. on the &c. next enſuing the date of theſe preſents, at or in the &c. That then the ſaid recited recognizãce or Statute ſtaple of &c. ſhal be utterly void and of none effect, or elſe ſhall ſtãd and abide in full force and vertue. In witneſs etc.

A *Defeazance upon a Judgement.*

THis Indenture made etc. Between A. B. of etc. and W. C. of etc. witneſſeth, That whereas the ſaid A. B. hath in Trinity term laſt, recovered againſt W. C. the ſumme of etc. beſides coſts of ſute, in his Maj. Court of *Common-pleas* at *Weſtminſter*, and thereupon had judgement againſt the ſaid W.C. as by the Record thereof remaining in his

Majeſties ſaid Court, more at large it doth and may appear; Nevertheleſs, the ſaid A. B. is contented and pleaſed, and doth covenant and grant by theſe preſents, for him, his heirs, executors and adminiſtrators, to and with the ſaid W. C. his Heirs, Executors and Adminiſtrators, That if the ſaid W. C. his heirs, executors, adminiſtrators and aſſignes, do and ſhall well and truly pay or cauſe to be paid, to the ſaid A. B. his executors or aſſigns, the full ſum of &c. at or in the &c. That then and in the mean time he the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, ſhall not take out any execution, againſt the ſaid W. C. his Goods, Chattels, Lands or Tenements, And that upon payment of the ſaid ſum of &c. at the day and place above named for payment, the ſaid A. B. his &c. at the requeſt, coſts and charges in the Law of the ſaid W. C. his executors, adminiſtrators or aſſignes, ſhall and will acknowledge ſatisfaction upon Record, of and for the ſaid Judgement, ſo as he the ſaid W. C. do make unto the ſaid A. B. his executors and adminiſtrators, good, lawful and ſufficient releaſes of errors, and of all miſpriſions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the ſaid Judgement or Recovery, or any entries, pleas, pleadings, proceſs, proceedings, or other matters touching or concerning the ſame. In witneſs &c.

A Defeazance upon a Morgage of Lands formerly forfeited.

THis Indenture made the &c. Between R. T. of &c. on the one part, and E. F. of &c. of the other part, witneſſeth; That whereas the ſaid E. F. by his Indenture bearing date the &c. for the conſideration

deration therein mentioned, did give, grant, bargain, ſell, and confirm unto the ſaid R. T. his heirs and aſſigns, all that the Mannor of &c. with the rights, members and appurtenances thereof, in the County of &c. and alſo divers others Lands, Tenements and Hereditaments, in the ſame Indenture ſpecified, in which ſaid Indenture there is contained a Condition or proviſo, to this effect following, that is to ſay; that if the ſaid E. F. his heirs, executors or aſſigns, or any of them, do truly pay or cauſe to be paid unto the ſaid R. T. his Executors, Adminiſtrators or aſſigns, the full ſum of &c. at or in &c. that then, and from thenceforth, from and after ſuch full payment had and made in manner aforeſaid, the ſaid recited Indenture, and every the covenants, grants, articles and agreements therin contained, ſhall be utterly void and of non-effect, as by the ſaid Indenture, amongſt divers covenants, grants, articles and agreements therein contained may more at large appear. Which ſaid ſum of &c. was not paid at the day & place of payment before limitted for the payment thereof, according to the tenor of the ſaid proviſo or Condition. By reaſon whereof the ſaid Mannor, Lands and other the premiſſes in the ſaid Indenture mentiond, are abſolutely veſted & ſettled in the ſaid R. T. yet nevertheleſs the ſaid R. T. is contented and pleaſed, & doth covenant and grant to & with &c. that if the ſaid E. F. his heirs, executors, adminiſtrators &c. or any of them, do well and truly content & pay, or cauſe to be paid unto the ſaid R. T. his executors, adminiſtrators or aſſigns, the full ſum of &c. on the &c. at or &c. That then (upon the ſaid payment of the ſaid ſum of &c. in manner and form aforeſaid) and from thenceforth the ſaid recited Indenture of bargain and ſale made of the ſaid Mannor and other premiſſes, ſhall be

utterly void and of none effect, the breach made in non-payment of the ſaid ſum of &c. in the proviſo of the ſaid Indenture mentioned, or any other grant or thing therin contained to the contrary therof, in any wiſe notwithſtanding. And that alſo, upon full payment of the ſaid ſum of &c. that at any time or times after, within the ſpace of ſeven years then next following, He the ſaid R. T. his Heirs and Aſſigns, ſhal and will, at the reaſonable requeſt, coſts & charges in the law of the ſaid E. F. his heirs and aſſigns, grant, convey & aſſure unto the ſaid E. F. for ever the ſaid Mannor of &c. with th'appurtenances, & all and ſingular other the premiſſes, in & by the ſaid recited Indenture granted, as aforeſaid, in ſuch manner and form, as by the ſaid E. F. his heirs or aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed or required; ſo as in the ſaid conveyance and aſſurance ſo to be made by the ſaid R. T. his heirs & aſſigns, there be no further or other warranty than only againſt him and his heirs. And ſo as alſo the ſaid R. T. his heirs or aſſigns, be not compelled to travel further than the Cities of *London* or *Weſtminſter*, for the doing and executing of the ſame aſſurance. And alſo that he the ſaid R. T. his heirs, executors or aſſigns, ſhall and will deliver or cauſe to be deliverd unto the ſaid E. F. his heirs or aſſigns, within ſix months next after ſuch payment made, all and every the Deeds, evidences, and writings which the ſaid R. T. hath touching or concerning the premiſſes, ſafe, whole, uncancelled and undefaced. In witneſs &c.

Another defeazance upon a Statute.

THis Indenture made &c. between H. S. of &c. of the one party, and the honourable T. Viſcount

S.

S. of the other party. Whereas the ſaid I. S. together with G.A.of &c. is and ſtandeth bound in and by four ſeveral obligations, every of them bearing date &c. (reciting the bonds) as by the ſame four ſeveral obligations, and every of them, may more plainly appear. And whereas the ſaid T. S. by his Recognizance in the nature of a ſtature ſtaple, bearing date with theſe preſents (recite alſo the recognizance) as by the ſame recognizance or ſtatute ſtaple &c. which ſaid recognizance or ſtatute ſtaple of &c. is acknowledged and entred into by the ſaid T.S. for the better ſecuring of as wel the ſaid ſeveral ſums of money before mentioned, and every of them, As alſo all ſuch other ſumme or ſummes of money, as ſhall hereafter grow due & payable for the forbearance and intereſt of the ſaid ſeveral ſums of money ſo already borrowd and lent, or hereafter to be borrowed or lent, unto or for the ſaid T.S and every or any of them. Now this Indenture witneſſeth, That the ſaid H.S. is contented and well pleaſed, and doth for himſelf, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid T. S. his executors, adminiſtrators and aſſigns, by theſe preſents, That if the ſaid T. S. his executors adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid, at or in &c. as well unto the ſeveral perſons before named, their executors, adminiſtrators and aſſigns, all and every the ſaid ſum and ſums of money, reſpectively due, owing and paiable unto them or any of them, as aforeſaid, at ſuch daies or times as the ſaid ſum or ſums of money ſhall grow due or paiable frō time to time, or within the time and ſpace of 3 moneths next after requeſt made unto him the ſaid T. S. his heirs, executors, adminiſtrators or aſſigns, for payment of the ſaid ſums of money, or any of them; as

alſo all ſuch other ſum and ſums of mony as the ſaid H. L. ſhall hereafter borrow ſer, or lend unto or for the ſaid T.S. at ſuch daies or times as the ſaid ſum or ſums of money, or any of them ſo hereafter to be borrowed and lent, ſhall be due and payable; or within the time & ſpace of three moneths next after requeſt made to him the ſaid T. S his heirs, executors, adminiſtrators or aſſigns, for payment in of ſuch ſum and ſums of mony, ſo as aforeſaid borrowd: Together alſo with ſuch ſum and ſums of mony, as ſhall grow due for the intreſt and forbearance of the ſaid ſum or ſums of money ſo to be borrowed: That then &c. But if default be made in payment of the ſaid ſum or ſums of mony, or any of them, contrary to the form aforeſaid, Then the ſame Statute to remain in full force and vertue. In witneſs &c.

A Bill of Sale, with a proviſo, that if the money with allowance be paid by a day, then to be void.

BE it known unto all men by theſe preſents, that I, A.B. of &c. for and in conſideration of the ſum of 10l. to me in hand paid at the ſealing and delivery of theſe preſents by C.D. of &c. Have bargained and ſold, and in plain and open Market, according to the cuſtome of the City of *London*, Have delivered unto the ſaid C.D. theſe ſeveral parcels hereafter mentioned, viz. &c. To have and to hold the ſaid ſeveral parcels, and every of them bargained and ſold as aforeſaid, unto the ſaid C.D. his Executors, Adminiſtrators and Aſſigns, to the only proper uſe and behoof of the ſaid C.D. his Executors, Adminiſtrators and Aſſigns for ever: Provided alwaies, that if I the ſaid A.B. my Executors, Adminiſtrators or Aſſigns, do well and truly content and pay, or cauſe

to

to be paid unto the ſaid C.D. his Executors, Adminiſtrators or aſſigns, the full ſum of 10l. 10s. of &c. on the &c. next enſuing the date hereof, at or in the &c. that then &c. And I the ſaid A. B. for my ſelf, my Executors, Adminiſtrators and Aſſigns do covenant and grant to and with the ſaid C.D. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That if default be made of or in payment of the ſaid ſum, or any part thereof, contrary to the form aforeſaid, that then I the ſaid A. B. my Executors and Adminiſtrators, and every of us, ſhall and will warrant and for ever defend the ſaid ſeveral parcels, and every of them, unto the ſaid C.D. his Executors and Aſſigns, againſt all men by theſe preſents. In witneſs &c.

A Bargain and Sale of Houſhold ſtuff.

BE it known unto all men by theſe preſents, that I T.N. of &c. for and in conſideration of the ſum of 25l. of &c. to me in hand paid at the enſealing and delivery of theſe preſents by A.R. of &c. whereof I acknowledg my ſelf fully ſatisfied and paid, and thereof and of every part and parcel thereof, do clearly acquit, exonerate and diſcharge the ſaid A. his executors, adminiſtrators and aſſigns, by theſe preſents have granted, bargained and ſold, and by theſe preſents do fully, clearly and abſolutely grant bargain, ſell and deliver unto the ſaid A. R. all ſuch goods and houſhold ſtuff, & implements of houſhold, & all other things mention'd & contain'd in a Schedule hereunto annexed, now remaining and being in one Meſſuage, Houſe or Tenement, and the Garden and Yard thereunto belonging called *Dales*, ſituate, lying and being in *Hammerſmith*, in the C. of *Middleſex*, and now in the tenure or occupation

pation of the ſaid T. N. or of his aſſigns. To have and to hold all & ſingular the ſaid goods, houſhold-ſtuff, and implements of houſhold, and every of them, before by theſe preſents bargaind and ſold, or mentioned to be bargaind and ſold unto the ſaid A. R. his Executors, ad miniſtrators and aſſigns for ever to do and diſpoſe of them, and every of them, at his, and their will and pleaſure. And the ſaid T. N. for himſelf, his executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid A. R. his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid T. N. his executors, adminiſtrators and aſſigns, and ever of them, all and ſingular the ſaid Goods, Utenſils, implements of houſhold and houſhold-ſtuff before bargained and ſold, and every of them, unto the ſaid A. R. his executors, adminiſtrators and aſſigns, againſt all and every other perſon and perſons whatſoever, ſhall warrant and for ever defend by theſe preſents. In witneſs &c.

A bargain and ſale of Leaſes and goods, on condition to pay debts and legacies.

BE it known unto all men by theſe preſents, that I, A. T. of &c. have given, granted, bargained, ſold, and by this my preſent Deed do give, grant, bargain and ſell unto R. T. my Son, all my leaſes, or lands held by leaſe for years, and all my goods and chattels both real and perſonal, both moveable and unmoveable, quick and dead, of what kind ſoever they be of, and in whoſe hands, cuſtody or poſſeſſion ſoever they be; To have and to hold to the ſaid R. and his aſſigns for ever, to his and their own proper uſe and behoof for evermore, upon condition following (that is to ſay) that the ſaid R. ſhall well

well and truly content and pay, or cauſe to be contented and paid all my debts whatſoever, & alſo ſhall pay and perform, or cauſe to be performed and paid all my gifts and legacies, which I the ſaid A.T. ſhall ordain and appoint by my laſt Will and Teſtament: In witneſs &c.

The form of Award.

TO all Chriſtian people to whom this preſent writing of Award indented ſhall come, G.M. of &c. ſendeth greeting in our Lord God everlaſting: *Wheras* divers queſtions, controverſies & ſutes, have been had, moved and depending between I.P. of &c. of the one party, and R.H. of &c. of the other party, as well for and concerning the intereſt and profits of the Rectory and Parſonage of &c. as alſo for other cauſes & actions; for the appeaſing wherof, either of the ſaid parties have elected & choſen me the ſaid G.M. to be Arbitrator indifferently between them, and to that end have bound themſelves either to other by obligation, in the ſum of 100l. to ſtand and to abide the award, arbitrament and judgement of me the ſaid G. M. touching the premiſſes; Now know ye, that I the ſaid G. M. taking upon me the charge of the ſaid award, & minding that a final end and agreement ſhall be had and continued from henceforth between the ſaid parties touching the premiſſes, do make and declare this my Award in manner and form following: that is to ſay, Firſt, I award &c.

A *Protection in a time of Parliament.*

FOraſmuch as I have ſpecial occaſions to imploy the Bearer hereof, A.B. my ſervant, in and about my,

my ſervice and occaſions, during this preſent Seſſion of Parliament: Theſe are therfore to will and require you to forbear to arreſt, attach or impriſon him the ſaid A. B. but to permit and ſuffer him peaceably and quietly to go about his buſineſs, at his will and pleaſure, during all this preſent time of Parliament, without any your ſute, arreſt or diſturbance, as you will anſwer the contrary at your peril. *Given under my hand and ſeal the &c.*

A *Surrender of Copy-hold* Land, *by way of Morgage.*

MEmorandum, That the day and year above written, E. L. of &c. did out of Court by the hands of R. G. and I. F. two of cuſtomary Tenants of the ſaid Mannor, ſurrender by the rod into the hands of the Lord of the ſaid Mannor, two parcels of Land, with the appurtenances, containing by eſtimation ſeven acres or thereabouts, one parcel whereof lyeth in *Hammerſmith*, within the aforeſaid pariſhes of &c. between the Lands of G. L. and R. M. Eſquire, on the Eaſt, and the Lands of G. M. Gentleman, on the Weſt; the Common Sewer on the North, and the Lands of W. H. on the South; and the other parcel of Land, containing by eſtimation four acres, being in &c. between the Land of the Biſhop of &c. on the Weſt; the Glebe-lands belonging to the Parſonage of &c. on the Eaſt; the Lands of &c. on the North; and the Lands of the ſaid E. P. on the South, To the only uſe and behoof of I. P. his heirs and aſſigns for ever. To have & to hold the ſaid parcels of Land, and every of them, with their and every of their appurtenances, unto the ſaid I. P. his heirs and aſſigns for ever, according to the cuſtome of the ſaid Mannor. Provided alwaies nevertheleſs, & upon this condition, that if the ſaid E. L. his heirs or aſſigns

do

do well and truly content and pay, or cauſe to be paid unto the ſaid I. P. his executors, adminiſtrators or aſſignes, the full ſum of one hundred thirty and four pounds of lawful money of *England*, on the &c. next enſuing the date within written, at or in &c. That then this preſent ſurrender to be void and of none effect, or elſe to ſtand and abide in full force and vertue.

An Aſſignment of a Judgement.

TO all &c. A. C. of &c. ſendeth greeting, Whereas T. W. of &c. and H. E. of &c. by their Obligation bearing date &c. in the 10 year of the reign of our Soveraign Lord Charles &c. are and ſtand jointly and ſeverally bound unto the ſaid A. C. in the ſum of &c. with condition of payment of &c. on the &c. then next following at &c. as by the ſame obligation may appear, which ſum of &c. was not paid at the day and place before expreſſed for the payment thereof, whereby the ſaid Obligation became forfeited: Sithence which time, the ſaid A. C hath commenced her action of debt upon the ſaid recited obligation, in his Majeſties Court of *Kings Bench* at *Weſtminſter* and hath thereupon recovered and obtained a Judgement of 200 l. and 25 s. coſts of ſute, againſt the ſaid T. W. in Hillary Term laſt paſt, before the date of theſe preſents: Now know all men by theſe preſents, that ſhe the ſaid A. C. for divers good cauſes and conſiderations her thereunto moving, hath conſtituted and appointed her well-beloved friend T. K. of &c. her true and lawfull Attorney, for her, and in her name to demand, ask, levy, recover, receive and take of the ſaid T. W. his heirs, executors, adminiſtrators and aſſignes, the ſaid ſum of 200 l. and 25 s. coſts of ſute, and for

default of payment thereof, or of any part thereof, to ſue forth one or more Writ or Writs of Execution, or other lawful proceſs whatſoever, and further do and uſe all other lawful wayes and means for the recovery thereof, as by her ſaid Atturney or his Councell learned in the law ſhall be reaſonably deviſed, adviſed or required, and the ſaid ſum and ſums of money ſo to be had and received upon the ſaid Judgment, or upon any Execution thereon to be proſecuted and taken out, to detain and keep to the only uſe and behoof of the ſaid T. K. his Executors, Adminiſtrators and Aſſigns, without any accompt therof or therefore to be rendred to her the ſaid A. C. And the ſaid A. C. doth hereby covenant, promiſe, grant and agree, to and with the ſaid T. K. her ſaid Atturney, that at the ſealing and delivery of theſe preſents, the ſaid Judgement is and remaineth unpaid and unſatisfied, and that ſhe the ſaid A. C. nor her Executors, Adminiſtrators or Aſſigns, nor any of them, ſhall or will at any time hereafter releaſe, diſcharge, or otherwiſe do or ſuffer to be done, any act or thing whatſoever, to diſcharge or impeach the validity of the ſaid judgement, without the conſent and agreement of the ſaid T. K. in writing under his hand and ſeal firſt had and obtained; Nor ſhall revoke or countermand the authority and power to him by theſe preſents given and granted, ſhe the ſaid A. C. hereby ratifying and approving all and every lawfull act and acts, and other proceedings whatſoever, which her ſaid Aturney ſhall proſecute, commence or ſue forth, for, upon or, by reaſon of the ſaid judgement, ſo alwaies that he the ſaid T. K. do and ſhall at all times herafter, and from time to time, pay and bear all ſuch ſum and ſums of money, coſts and charges of ſute, as the ſaid A. C. or her executors, adminiſtrators or aſſigns, ſhall be compelled to diſ-

burſe

burſe for or concerning the premiſſes; and do and ſhall alſo ſave, defend and keep harmleſs and indemnified her the ſaid A. C. her executors and adminiſtrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatſoever, of and from all and all manner of coſts, charges, ſutes, troubles and detriments whatſoever, that ſhall or may happen or come againſt her the ſaid A. C. her executors and adminiſtrators, for or by reaſon of the ſaid Judgement, or any execution thereof had, or taken. In witneſs etc.

A *Letter of Atturney of a Bond.*

TO all Chriſtian people etc. I, W. M. of etc. ſend greeting. Whereas R. B. of etc. and I. B. of etc. by their obligation bearing date the etc. now laſt paſt, are and ſtand bound unto me the ſaid W. M. in the ſum of etc. with condition for the payment of etc. on the etc. now next following, as by the ſame Obligation may appear; Now know ye, that I the ſaid W. M. have hereby made, ordained, conſtituted and appointed my beloved friend H B. of etc. to be my lawfull Atturney and Aſſignee, for me, and in my name to demand and receive the ſaid ſum of etc. at the day of etc. if the ſame ſhall be then paid. And if the ſame ſhall not be then paid, then to ſue for and recover the ſaid ſum of etc. being the penalty of the ſaid Bond; and I the ſaid W. M. ſhall and will allow and maintain all and every action, plea and proceſs which he the ſaid W. B. ſhall in my name bring or ſue for the obtaining, and recovery thereof. In witneſs etc.

An

An Assignment of a Statute.

THis Indenture made &c. Between I.I. of &c. on the one part, and T. W. of &c. on the other part; Whereas T.M. of &c. by his recognizance in the nature of a Statute staple, bearing date &c. in the 23 year of &c. taken and acknowleged before Sir I. K. Knight and Baronet, Lord chief Justice of his Majesties Court of Kings Bench, is & standeth bound unto the said I. I. in the sum of 800 l. of &c. with Defeazance thereupon made. That if the said T.M. his heirs, executors, administrators or Assigns, do pay or cause to be paid to the said I. I. his &c. the sum of 400 l. of etc. on the etc. then next ensuing the date of the fore-recited recognizance, at etc. that then the said fore-recited recognizance should be void, or else to remain in full force and vertue; as in and by the said recited recognizance, with defeazance thereupon made, whereunto relation being had, more at large appears, which said sum of 400l. or any part therof, was not paid at the day and place for payment thereof; by reason thereof, the said recited recognizance or statute staple of 800 l. became forfeited. Now this Indenture witnesseth, That the said I.I. for divers good causes and considerations him thereunto especially moving, hath granted, assigned and set over unto the said T. W. his Executors, Administrators, etc. as well the said recited Recognizance or Statute Staple of 800 l. therein mentioned; as also all the estate, right, title, interest, claim and demand whatsoever, of him the said I. I. in and to the premisses; and the said I. I. doth by these presents give and grant unto the said T. W. his Executors, Administrators and Assignes, full power and authority, for and in the name of him the said I.I. his heirs, executors and administrators:

but to and for the only uſe and behoof of the ſaid T. W. his executors, adminiſtrators and aſſignes, to demand, ask and receive of the ſaid T. M. his Heirs, executors, and adminiſtrators, the ſaid ſum of &c. mentioned, and due in and by the ſaid recited Recognizance or Statute ſtaple: And if upon demand the ſaid ſum of 800 l. be not paid, that then the Statute ſtaple to proſecute, and ſue forth ſeveral Writs of extent and liberate upon the ſaid Statute, out of his Majeſties Court of Chancery, according to courſe, as in ſuch caſe is uſed, and to uſe all and every other lawful ways and means for the recovery thereof, as he the ſaid T. W. his &c. ſhall think fit and convenient: And the ſame ſo recovered and received, to detain and keep to and for the onely uſe and behoof of the ſaid T. W. his executors, adminiſtrators and aſſigns, And upon receipt thereof, or any other ſatisfaction or compoſition therefore to be had, made or given unto the ſaid T. W. his executors, adminiſtrators or aſſigns, by the ſaid T. M. his heirs, executors, or aſſignes, to acquit, releaſe and diſcharge the ſaid T. M. his heirs, executors and adminiſtrators, and every of them, of, for, from and concerning the ſaid recited Recognizance and Statute ſtaple, and of and from the ſum of money therein expreſſed. And the ſaid I. I. ſhall and will ratifie, allow and maintain all and whatſoever lawful act and acts, thing and things the ſaid T. W. his executors, adminiſtrators or aſſigns, ſhall do or cauſe to be done in or about the premiſſes, by theſe preſents granted. And the ſaid I. I. doth for himſelf, his executors and adminiſtrators, covenant, promiſe and grant to and with the ſaid T. W. his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, that is to ſay, that neither he the ſaid I. I. his executors, adminiſtrators or aſſignes, nor any of

them have, or at any time heretofore hath releaſed, acquitted or diſcharged the ſaid recited Recognizance or Statute ſtaple, and ſum of 800l. therein mentioned, or either of them, nor ſhall nor will, at any time or times hereafter, releaſe, acquit or diſcharge the ſaid recited recognizance or Statute ſtaple, or ſum of money therein contained, or any ſute, writ, plea, proceſſe or action, which he the ſaid T.W. his executors, adminiſtrators or aſſignes, ſhall ſue, proſecute, or commence, upon or by reaſon of the ſaid recited Recognizance or Statute ſtaple, in the name or names of the ſaid I.I. his executors or adminiſtrators, without the ſpeciall conſent or agreement of the ſaid T.W. his executors, adminiſtrators or aſſigns, firſt had and obtained in writing, under his or their hands and ſeals. And alſo that he the ſaid I.I. his executors and adminiſtrators ſhall and will at any time or times hereafter, at the reaſonable requeſt, coſts and charges of the ſaid T. W. his executors, adminiſtrators or aſſignes, make or cauſe to be made unto the ſaid T.W. his executors, adminiſtrators or aſſigns, all and every ſuch further and other lawful act and acts, thing and things, device and devices, aſſurance and aſſurances in the Law whatſoever, for the further, better and more perfect aſſuring and aſſigning of the ſaid recited Recognizance or Statute ſtaple & ſum of mony therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the ſaid T. W. his executors, adminiſtrators or aſſignes; As by the ſaid T. W. his executors, adminiſtrators or aſſignes, or his or their councell learned in the Law, ſhall be reaſonably deviſed, adviſed or required. In witneſſe &c.

An Aſſignment of an annuity.

TO all Chriſtian people, &c. T. D. of &c. ſendeth greeting, &c. Whereas T. D. of, &c. late uncle of the ſaid T. D. party to theſe preſents, in and by one Indenture bearing date the, &c. and in the, &c. made between the ſaid T. D. Uncle to the, &c. of the one part; and B. E. and G. C. of, &c. of the other part, purporting certain uſes as in the ſame Indenture is limited and expreſſed: Did give and grant unto the ſaid T. D. party to theſe preſents, one annuity or yearly payment of 10 l. of, &c. *per annum*, for and during the natural life of the ſaid T. D. party to theſe preſents; to begin to be paid yearly to the ſaid T. D. party to theſe preſents, from and after the deceaſe of A. D. late Wife of the ſaid T. D. the Uncle as by the ſaid Indenture, among divers other things therein contained more at large appears. Now know ye, that the ſaid T. D party to theſe preſents, for and in conſideration of the ſum of &c. to him in hand at and before the enſealing and delivery of theſe preſents by W. P. of &c. well and truly paid, whereof and wherewith the ſaid T. D. party to theſe preſents, acknowledgeth himſelf fully ſatisfied, contented and paid by theſe preſents, and for divers other &c. Hath given granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſign and ſet over unto the ſaid W. P. his executors, adminiſtrators and aſſigns, as well the ſaid annuity or yearly payment of &c. as alſo all the eſtate, right, title, intereſt, property, claim and demand, which he the ſaid T. D. party to theſe preſents, hath or may, can, might, ſhould or ought to have of, in or to the ſame, by force and vertue of the ſaid Indenture of uſes, or any thing therein contained

or otherwiſe. And the ſaid T.D. party to theſe preſents, for him, his executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid W. P. his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following; That is to ſay, That he the ſaid T.D. party to theſe preſents, now hath lawfull authority to give, grant, bargain and ſell the ſaid Annuity, in manner and form aforeſaid; And that heretofore neither he, nor any other by his appointment, or with his conſent, hath made any former bargain, ſale, gift, grant, aſſignment, ſurrender, extinguiſhment, charge or incumbrance of the ſaid annuity or yearly payment of, &c. or of any part thereof, Nor that he the ſaid T. D. party to theſe preſents, nor any other by or from him, or with his conſent, have or hath done, nor hereafter at any time ſhall do, commit, or ſuffer to be done, any act, deed or thing whatſoever, whereby the ſaid W. P. his executors, adminiſtrators or aſſignes, ſhall or may be hindred or letted of or in the having, receiving and enjoying of the ſaid annuity or yearly rent, or any part thereof, And that the ſaid W. P. his executors, adminiſtrators or aſſignes, ſhall and may from time to time, & at all times from and after the deceaſe of the ſaid A. D for and during the natural life of the ſaid T. D. party to theſe preſents, lawfully, peaceably and quietly have, hold, uſe and poſſeſſe, occupy and enjoy the ſaid annuity or yearly rent of, &c. and every part and parcel thereof, to the onely proper uſe and behoof of the ſaid W. P. his executors, adminiſtrators and aſſigns for ever, without the let, trouble, moleſtation, interruption or diſturbance of him the ſaid T. D. party to theſe preſents, or any other perſon or perſons, by his means, title or procurement. And further, that the ſaid T. D party to theſe preſents, ſhall and will from time to time, and at all times hereafter

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at the reaſonable requeſt, coſts and charges in the Law of the ſaid W. P. his executors, adminiſtrators and aſſigns, do, or cauſe, procure or ſuffer to be done, all ſuch further act and acts, thing and things, for the further aſſuring of the premiſſes to the ſaid W. P. his executors, adminiſtrators and aſſigns, for and during the natural life of the ſaid T. D. party to theſe preſents, after the death of the ſaid A. D. as by the ſaid W. P. his Executors or aſſigns, or by his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed or required: In witneſs &c.

An Aſſignment of a Leaſe.

THis Indenture made etc. between H. S of etc. of the one part, and R L. of etc. of the other part. Whereas I. H. of etc. by his Indenture of Leaſe bearing date the, etc. for the conſideration therein expreſſed, did demiſe, grant, ſet and to farm let unto the ſaid H. S. all that Meſſuage or Tenement, called or known by the name of etc. ſituate, lying and being in *Fleetſtreet London*, and then in the tenure or occupation of the ſaid I. H. together with all Water-courſes, Lights, waies, Eaſements, Commodities and appurtenances whatſoever, to the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes thereby granted, or any of them then made or belonging, To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the before-mentioned premiſſes, with their and every of their appurtenances, unto the ſaid H. S. his executors, adminiſtrators and aſſigns, from the Feaſt-day of, &c. laſt paſt before the date of the ſame Indenture, unto the full end and term of 21 years from thenceforth next enſuing; and fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term of 21 years,

the yearly rent of etc. at the four uſual Feaſts or terms in the year, that is to ſay, at the, etc, or within daies next enſuing any of the ſaid Feaſts, by even and equal portions, as in and by the ſaid Indenture of Leaſe, among divers Covenants, Grants, Articles, clauſes and agreements therein contained, whereunto relation being had, more fully and at large appeares. Now this Indenture witneſſeth, that the ſaid H.S. for and in conſideration of the ſum of &c. to him in hand at and before the enſealing and delivery of theſe preſents by the ſaid R. L. well and truly paid, whereof and wherewith he acknowledgeth himſelf fully ſatisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid R. L. his executors, adminiſtrators and aſſigns for ever by theſe preſents, Hath granted, bargained, ſold, aſſign'd and ſet over, and by theſe preſents doth grant etc. unto the ſaid R. L. all the ſame, right, title, intereſt, term of years yet to come and unexpired, property, claim & demand whatſoever, which he the ſaid H.S. now hath, or may, might or ought to have or claim of, in or to the before mentioned premiſſes & every or any part or parcel thereof, with the appurtenances by force and vertue of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever, Together with the ſaid Indenture of Leaſe. *To have and to hold* as well the ſaid premiſſes before mentioned to be demiſed, in and by the ſaid Indenture of Leaſe; As alſo all the eſtate, right, title, intereſt, uſe poſſeſſion, claim and demand whatſoever of him the ſaid H.S. of, in and to the premiſſes, unto him the ſaid R.L. his executors, adminiſtrators and aſſigns, from the day of the making hereof, for and during all the reſidue and number of years yet to come, & unexpired of the ſaid term of etc. in and by the ſaid Indenture of leaſe granted in ſuch

like,

like, and in as large and ample manner and form, to all intents and purpoſes, as the ſaid H. S. now hath, enjoyeth, or may, might, or ought to have and enjoy the premiſſes, by force, vertue, and means of the ſaid Indenture of Leaſe, or any thing therein contained or otherwiſe howſoever, Together with the ſaid Indenture of Leaſe as aforeſaid. And the ſaid H.S. for himſelf, his executors, and adminiſtrators doth covenant, promiſe and grant to and with the ſaid R.L. his executors, admiuiſtrators and aſſigns by theſe preſents, That the ſaid R.L. his executors, adminiſtrators and aſſigns, ſhall and may lawfully, peaceably and quietly have, hold, poſſeſs and enjoy the before mentioned premiſſes, and every part thereof, with the appurtenances, for and during the reſidue and number of years yet to come and unexpired, of the ſaid term of etc. in and by the ſaid Indenture of leaſe granted, without any lawful let, ſute, trouble, deniall or interruption of him the ſaid H.S. his Executors, adminiſtrators or aſſigns, and that freely and clearly acquitted and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſſe of and from all other gifts, grants, bargains, ſales, leaſes, rents, arrearages of rents, forfeitures, re-entries, cauſe and cauſes of re-entries, troubles and incumbrances whatſoever, had, made, committed or done by the ſaid H. S. his executors, adminiſtrators etc. the rents and covenants in and by the ſaid recited Indenture of Leaſe reſerved, which on the tenants or leaſes part and behalf of the ſame premiſſes from henceforth are or ought to be paid, perform'd and done, only excepted &forepriz'd Of which ſaid rents and covenants the ſaid R. L. for himſelf, his executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid H.S. his executors, adminiſtrators and aſſigns, by theſe preſents, clearly to acquit and diſcharge, or otherwiſe

from time to time, and at all times hereafter from henceforth well and sufficiently save and keep harmlesse and indemnified the said H. S. his executors, administrators and assigns, and every of them, by these presents. In witnesse, &c.

A Preamble of a Will.

IN the name of God, amen. The 16. day of October, 1647 in the 23. year of, &c. I G. H. of &c. being sick and weak in body, but of sound and perfect memory (praise be given to God for the same) and knowing the uncertainty of this life on earth, and being desirous to settle things in order, do make this my last Will and Testament in manner and form following: That is to say, First and principally I commend my soul to almighty God my Creator, assuredly believing that I shall receive full pardon and free remission of my sins, and be saved by the precious death and merits of my blessed Saviour & Redeemer Christ Jesus, and my body to the earth, from whence it was taken, to be buried in such decent & Christian manner, as to my executors hereafter named shall be thought meet and convenient. And as touching such worldly estate as the Lord in mercy hath lent me, my will and meaning is, the same shall be imployed and bestowed, as hereafter by this my Will is expressed, And first, I do revoke, renounce, frustrate and make void all Wills by me formerly made, and declare and appoint this my last Will and Testament. Item, I give and bequeath, &c.

A Condition to pay money at the day of marriage, or day of death.

THe Condition of this Obligation is ſuch, That if the within bounden A.B. his Executors, adminiſtrators and aſſigns, do well and truly pay or cauſe to be paid unto the within named C. D. his executors, adminiſtrators or aſſigns, at or in the, &c. the ſum of &c. within ſix moneths next after the ſolemnization of the marriage of the aboveſaid A. B. or the day of death and deceaſe of B. C. of, &c. Gentleman, which ſhall firſt happen after the date within written, without fraud or coven, That then &c.

A Condition to deliver Hay and Oats by a day, &c.

THe condition, &c. that if the within bounden I. A. his executors, adminiſtrators or aſſignes, do and ſhall well and truly deliver or cauſe to be delivered unto the within named T. L. his executors, adminiſtrators or aſſigns, at &c. five cart-loads of good, ſweet, well made and well dryed Hay, every load containing &c. and 20 quarters of ſound, wholeſome and ſweet Oats, good and Merchantable ware, every quarter to contain, &c. between the Feaſt-day of Saint *John* the Baptiſt, and Saint *James* the Apoſtle, next enſuing the day within written, frank and free, without any thing therefore to be paid, without fraud or coven, That then &c.

A Conditon to perform Covenants.

THe Condition of, &c. that if the within bound L. R. his executors, adminiſtrators and aſ-

ſigns,

ſigns, and every of them, do and ſhall at all times hereafter, and from time to time, well and truly obſerve, perform, fulfill, pay, do and keep, all and every the Covenants, Grants, Articles, Clauſes, Proviſoes, Payments, and Agreements which on his or their parts and behalfs are and ought to be obſerved, performed, fulfilled, paid, done and kept, ſpecified and comprized in a certain pair of Indentures of Leaſe bearing date within written, made between the within named L.R. on the one part, and N. G. on the other part, and that in and by all things according to the true intent and meaning of the ſame Indentures, that then etc.

A Condition for the truth of an Apprentice.

THE Condition etc. that whereas I.R. Son of the within bound E.R. by his Indenture of Apprentiſhip bearing date, etc. laſt paſt before the date within written, hath put himſelf apprentice to the within named H.S. with him to dwell after the manner of an apprentice from the etc. next enſuing the date within written, for and during the term of etc. years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear, If therefore the ſaid I. ſhall well and truly ſerve and dwell with the ſaid H. during all the ſaid term of &c. years: And if at any time or times hereafter during the ſaid term of etc. the ſaid I. ſhall by negligence or otherwiſe, conſume imbeazle, waſte, loſe, miſſpend or unlawfully make away, any of the moneys, plate, goods, chattels, wares, or merchandizes of the ſaid H.S. his maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtody, then and ſo often, if the ſaid E.R. his Executors, Adminiſtrators and Aſſigns, or any of them,

them,ſhal within three monethſ next after the proof thereof made, either by confeſſion of the ſaid I.R. or otherwiſe howſoever,and notice thereof given either by writing or otherwiſe, unto the ſaid E.R. his executors,adminiſtrators or aſſigns, make ſufficient recompence,ſatisfaction & payment unto the ſaid H.S. his executors,adminiſtrators and aſſigns, of and for all ſuch moneys,plate,goods,chattels,wares and merchandizes,as ſhall be ſo duely proved,as aforeſaid, to be by the ſaid I.conſum'd,imbeazl'd,waſted,loſt,miſſpent or unlawfully made away, That then etc.

A Condition to abide the award of Arbitrators, if they make an arbitrament; and if not, then to abide the Umpirage of an Umpire.

THe Condition etc,that if the within bounden A.S. his heirs, executors, and adminiſtrators, and every of them, for his and their parts and behalfs in all things, do well and truly ſtand to, and abide,obſerve, perform, obey, fulfill and keep all and every the award,arbitrament, doom, determination, final end and judgement of Sir T.S.of etc. and H.S.of,etc. Arbitrators indifferently nominated,elected,& choſen,as well on the part & behalf of the within bound A.S. as on the part and behalf of the within named F.L. to award,arbitrate, determine and judge of,for, upon,or concerning all & all manner of judgements, executions, actions, ſuites, cauſe,and cauſes of action and ſute,accounts, reckonings, ſum and ſums of mony, treſpaſſes, ſtrifes, variances, quarrels,controverſies,judgements, executions and demandswhatſoever had, made, moving or depending, or having,being and beginning between the ſaid parties at any time or times,before the day of the date of theſe preſents So alwais that the ſaid award, arbitrament, doom,

determination and judgement of the ſaid Arbitrators, of, for, or upon the premiſſes, be made or put in writing indented under their hands and ſeals, and ready to be delivered to the ſaid parties, or to ſuch of them as ſhall come and require the ſame of the ſaid Arbitrators, on this ſide, or before the, &c. and if the ſaid Arbitrators ſhall make and put in writing indented no ſuch award or abitrament, as aforeſaid, for and upon the premiſſes, at or before the ſaid day of, &c. If then the ſaid A. S. his heirs, executors and adminiſtrators, and every of them, for his and their part and behalf, in all things, do well and truly ſtand to, abide, obey, obſerve, perform, fulfill, pay and keep all and every the award, umpirage, arbitrament, determination, finall end and judgement of Sir R. R. of, &c. Umpire indifferently elected and choſen on the part and behalf of either of the ſaid parties, to award, arbitrate, determine, and finally to judge of, for, upon or concerning all and ſingular the aforeſaid premiſſes, ſo alwaies that the ſaid award, umpirage, arbitrament, determination, final end and judgement of the ſaid Umpire, of, for, or concerning the ſame premiſſes, be had or put in writing indented under his hand and ſeal, at or on the, &c. and ready to be delivered to the ſaid parties, or to ſuch of them as ſhall come and require the ſame of the ſaid Umpire, That then etc.

A Condition that one ſhall not demiſe or alien, without condition.

THe Condition, etc. that if neither the above bound R. R. nor his aſſigns, nor any of them, do or ſhall at any time hereafter demiſe, grant, bargain, ſell or otherwiſe do away his or their eſtate, right, title, intereſt, claim and demand either in fee ſimple, fee-

fee-tail or otherwiſe, to any perſon or perſons whatſoever, of, in or to that the Mannor of, &c. in the County of, &c. with the rights, members and appurtenances thereof in the ſaid, &c. whatſoever; or of, or to any part or parcel thereof, which he the ſaid W. B. or his Heirs, have, hath or had, may, might, ſhould or ought to have or claim, of, in or to the ſaid Mannor, with the appurtenances, without the conſent and agreement of the above-named T. I. his heirs or aſſignes, or ſome of them, to that effect firſt had, and obtained in writing, under his, their or ſome of their hands and ſeals, That then this, &c.

A Condition to juſtifie all ſuch actions as ſhall be commenced by reaſon of a Letter of Attorney.

THe condition, &c. that whereas the within bound I. E. by his Deed or Letter of Atturney bearing date, &c. hath made and conſtituted the within named W. D. his true, lawful and ſufficient Atturney, to ask, levy, recover and receive, for him, and in his name, to the only proper uſe and behoof of the ſaid W. D. his executors and adminiſtrators, 200 l. of. &c. wherein R. C. of &c. by his obligation bearing date, &c. is and ſtandeth bound unto the ſaid I. E. as by the ſame Letter of Atturney more at large it doth and may appear; If therefore the ſaid I. E. his executors and adminiſtrators, and every of them, do at all times hereafter, and from time to time, avow, juſtifie and maintain all and every ſuch lawful action and actions, plaints, proceſſe, ſutes, judgements and executions, as the ſaid W. D. his executors, adminiſtrators and aſſigns, or ſuch as the ſaid W. D. his executors, adminiſtrators or aſſigns, ſhall thereunto affign, name and appoint, ſhall attempt, commence and purſue in the

name

name of the ſaid I. E. his executors or adminiſtrators, againſt the ſaid R. C. his executors or adminiſtrators or any of them, upon or by reaſon of the ſaid recited Obligation. And alſo that if neither the ſaid I. E. his Executors or adminiſtrators, or any of them, ſhall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the ſaid debt of 200 l. or any part or parcel thereof, is or ſhall be releaſed, or in any wiſe diſcharged, or whereby, or by reaſon whereof any action or actions, writ, plea, proceſſe, or execution to be had, attempted, brought, or executed, for, touching, or concerning the ſuing for, or recovery of the ſaid ſum of 200l. ſhall be any way impeached, abated, withdrawn, delayed or hindred, except it be by and with the conſent of the ſaid W. D. his executors or adminiſtrators, under his or their hands and ſeals, firſt had and obtained in writing; That then &c.

A Condition for payment of money yearly, with a clauſe to find new Sureties, upon death of any of the former.

THe condition, &c. that if the within bound R. D. W. D. & R. B. or any of them, their or any of their executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the within named I. A his executors or aſſignes, yearly from henceforth, for and during the term of 21 years, the yearly ſum of, &c. at or in the &c. at the four uſuall Feaſts or Terms in the year: That is to ſay, at the Feaſt of &c. or within 20 dayes next after every of the ſaid Feaſts by even and equal portions to be paid. And if it ſhall happen the ſaid R. D. W. D. or R. B. or either of them, to die or depart his or their natural life or lives before the ſaid term of 21 years ſhall be fully ended,

ended, next after the date within written: If then the ſaid R. D. his executors or adminiſtrators, do within three months next after requeſt in that behalf to him or them to be made by the ſaid I. A. his executors, adminiſtrators or aſſigns, procure and cauſe ſuch other ſufficient & able perſon or perſons to become bound and enter into Bond unto the ſaid I. A. his executors, adminiſtrators or aſſigns, by Obligation in due form to be made for the ſame payment of the ſaid yearly ſum of &c. for and during ſo many years as ſhall be then to come and unexpired of the ſaid term of 21 years, and with the like clauſe for putting in other new ſureties, as herein is expreſſed, as ſhall be of ſufficient ability to anſwer & pay the ſum of money, wherein he or they ſhall ſo ſtand bound if the ſame ſhould be ſo forfeited: That then, &c.

A *Condition to ſave harmleſs from Legacies.*

THE Condition &c. that if the within bound W. W. his heirs, executors and adminiſtrators and every of them, do and ſhall from time to time, and at all times hereafter, clearly, acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs the within named B. F. his heirs, executors and adminiſtrators, and every of them, and his and their goods, chattels, lands, tenements, poſſeſſions and hereditaments, and every of them, as well againſt the children of R. E. late of, &c. deceaſed, their executors, adminiſtrators and aſſigns, and every of them; as alſo againſt all and every other perſon or perſons whatſoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, ſum and ſums of money and requeſts whatſoever, given and bequeathed unto them, and every or any of them, in and by the laſt Will and Teſtament

ment of the ſaid R. E. or otherwiſe; and of and from all actions, ſutes, coſts, judgements, extents, executions and demands whatſoever, which ſhall or may at any time hereafter happen to ariſe, come or grow, to, for or againſt the ſaid R. F. his executors, adminiſtrators and aſſigns, or any of them, upon or by reaſon of the ſame, That then &c.

A Condition not to moleſt, ſue or trouble for any matter or cauſe before paſt.

THe Condition &c. that if neither the within bound A. B. his executors, adminiſtrators or aſſigns, or any other perſon or perſons, for him or them, or in his or their name or names, do not at any time or times hereafter, moleſt, ſue, vex or trouble the with named C. D. his executors or adminiſtrators, or any of them, by any manner of wayes or means whatſoever, for, upon or by reaſon of any matter or cauſe whatſoever, had, made, moving or depending between the ſaid parties, from the beginning of the world unto the day of the date within written, That then, &c.

A Condition to ſeal a counterpart of an Indenture by a day.

THe Condition, &c. that if one A. B. of, &c. ſhall on this ſide, and before the firſt of, &c. ſeal and ſubſcribe to the counterpart of one Deed indented, bearing date, &c. made between the within named W. M. of the one part, and the ſaid A. B. of the other part, and the ſame ſo ſealed and ſubſcribed, do deliver as his proper act and deed to the onely uſe and behoof of the ſaid W. M. and alſo the ſaid counterpart of the ſaid Deed indented, ſo

ſealed

ſealed,ſubſcribed and delivered by the ſaid A. B. In manner and form aforeſaid,do on this ſide,and before the &c. then next enſuing,deliver or cauſe to be delivered unto the ſaid W.M. his heirs or aſſigns,whole, uncancelled and undefaced, at or, &c. That then &c.

A *Condition for acknowledgement of a Fine.*

THe Condition &c.that if the above bounden G. S. and A. his Wife, do and ſhall at and before the &c. next enſuing the date within written,at the coſts and charges in the Law of the within named R. P. his heirs or aſſigns, before the Juſtices of the Court of Common Pleas at *Weſtminſter*, acknowledge and levy one fine *ſur conuſans de droit comme ceo ont de ils done, &c.* unto the ſaid R. P. his heirs &c. with Proclamation according to the Laws and Statutes of this Realm in that behalf provided,of all thoſe Meſſuages, Lands, Tenements and Hereditaments, with the appurtenances,lying and being in P. in the County of E. which by one Deed indented,bearing date with theſe preſents, are mentioned to be bargained and ſold by the ſaid G.S.to the ſaid R.P.his heirs, &c. and every part and parcel thereof, to the only uſe and behoof of the ſaid R.P. and of his heirs and aſſigns for ever, according to the true intent and meaning of the ſame Deed, as by the ſaid R. P. his heirs or aſſigns, or by his or their Councel learned in the Law ſhall be reaſonably deviſed and required: That then *&c.*

A *Condition to deliver an Obligation by a day.*

THe Condition &c. that whereas the within named T. M. by his Obligation bearing date *&c.* is and ſtandeth bound unto the within bounden

P. F. in the ſum of 100l. with condition &c. as by the ſame Obligation may appear. If therſore the ſaid P. F. his Executors, adminiſtrators or aſſigns, do or ſhall on or before the etc. next enſuing the date within written, deliver, or cauſe to be delivered unto the ſaid T. M. his Executors, Adminiſtrators, or Aſſigns, the ſaid recited Obligation, cancelled or to be cancelled; That then &c.

A Condition to pay money during life.

THe Condition, &c. that if &c. W. W. his Executors, adminiſtrators or aſſigns, or any of them, do, or ſhall yearly, for and during the natural life of A. W. of &c. well and truly pay or cauſe to be paid unto the within named W. M. his Executors, adminiſtrators or aſſigns, for and toward the maintenance of the ſaid A. the ſum of &c. at or in &c. on four daies in every year: That is to ſay, on the &c. by even and equal portions, the firſt payment therof to be made and begin on the, &c. next enſuing the date within written, he the ſaid W. W. his Executors, adminiſtrators or aſſigns, upon every ſuch payment, ſealing and delivering to the ſaid W. W. his executors, adminiſtrators or aſſigns, to his and their uſe, a ſufficient acquittance and diſcharge in writing under his hand and ſeal of the money ſo paid, and ſo from time to time received, That then this &c.

A Condition to aſſign over a Leaſe by a day.

THe Condition &c. that if &c. I. W. in conſideration of 300 l. to him in hand paid by the within named P. C. do and ſhall on this ſide, and before &c. next enſuing the date within written, at the coſts and charges in the Law of the ſaid P. C. his Executors, admi-

adminiſtrators or aſſigns, by good conveyance and aſſurance in the Law, grant, convey and aſſure unto ſuch perſon or perſons as the ſaid P.C. ſhall nominate and appoint, as well one Indenture of Leaſe made by and from A.B. to the ſaid I.W. bearing date, &c. and all Lands, Tenements and Hereditaments therein and thereby demiſed and granted; as alſo all the eſtate, right, title, intereſt, rent, reverſion, property, claim and demand whatſoever of him the ſaid I. W. of, in or to the premiſſes, clearly diſcharged of all Incumbrances whatſoever, done or to be done by the ſaid I. W. or any by his means, conſent or procurement, except one Leaſe, heretofore made by the ſaid I. W. to one T. T. of the premiſſes, whereupon the yearly rent of a 11ol. is reſerved, which ſaid yearly rent ſhall or may from henceforth be paid to the ſaid P. C. or to ſuch perſon or perſons as he ſhall name or appoint during the continuance of the ſaid Leaſe. And if the ſaid I. W. do and ſhall permit and ſuffer the ſaid P. C. and his Aſſigns, from time to time, and at all times hereafter, to have, receive and take the rents, iſſues and profits of the premiſſes, without the let or denial of the ſaid I. W. or his Executors. That then &c.

A Condition for quiet enjoying a Meſſuage.

THe Condition &c. that if the within named I. M. his heirs and aſſigns, and every of them, ſhall and may for ever from henceforth peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all that Meſſuage or Tenement, and Lands ſituate, lying and being in &c. and every part and parcel thereof, mention'd to be bargained and ſold by the within bound R. W. to the ſaid I. M. in and by a certain Indenture of bargain and ſale, bearing date the day of the date within written, made between the within bound R. W. and

A, his Wife, on the one part, and the above named I. M. on the other part, clearly diſcharged or otherwiſe ſufficiently ſaved and kept harmleſs, of and from all and all manner of eſtates, titles, troubles, charges, and incumbrances whatſoever, at any time heretofore had, made, committed, permitted, ſuffered or done by the ſaid R. W. and A. his wife, or either of them, or by his or their means or procurement: That then &c.

A Condition not to do any act to prejudice the eſtate of the Obligor in a Leaſe &c.

THe Condition &c. is that if the within bound R. R. hath not done, nor that he, his executors, nor adminiſtrators, at any time hereafter, ſhall wittingly or willingly do, or aſſent unto any manner of act or acts, deviſe or deviſes, whereby, or by reaſon thereof, the intereſt, eſtate, and term of years, which the within named H. B. hath of, in or to any the Meſſuages, Lands, Grounds, Tenements, or Hereditaments, called, &c. or any part or parcel thereof, is, or ſhall be alienated, bargained, ſold, aſſigned, determined, avoided or incumbred, or whereby one Obligation or Deed obligatory, bearing date the &c. laſt paſt, before the date within written, is or ſhall be diſcharged, releaſed and made void, or loſe any manner of force or ſtrength, except it be by and with the aſſent, conſent and agreement of the within named H. B. his Executors or adminiſtrators, wherein one R. A. Citizen &c. ſtandeth bound to the ſaid R. R. in the ſum of &c. with a certain condition thereupon endorſed, touching the Meſſuages, Lands and Tenements, called &c. as by the ſame may appear: That then &c.

A Condition to pay rent during a Leaſe parole, and at the end to depart, leaving the goods and houſhold-ſtuff mentioned &c.

THe Condition &c. that whereas the above named T. L. hath by Leaſe parole ſet and to farm let to the above bound T. D. all that capital Meſſuage &c. for the term of &c. to be reckoned and accompted from the &c. at and for the yearly rent of &c. of lawfull, &c. payable in form following: That is to ſay, on the &c. If therefore the ſaid T. D. his Executors, adminiſtrators, Under-tenants or aſſignes, or any of them, do well and truly pay or cauſe to be paid unto the ſaid T. L. his executors, adminiſtrators or aſſigns, the ſaid yearly rent or ſum of &c. in manner and form as is before expreſſed. And alſo if the ſaid T. D. his executors, adminiſtrators, under-tenants and aſſigns, do at the end and expiration of the ſaid term of &c. to be reckoned as aforeſaid, depart out of the ſaid houſe, and leave the poſſeſſion thereof, and other the premiſſes, and leave behind him all ſuch locks, keys, bolts, hinges, doors, eaſments, glaſſe, glaſſe-windows, wainſcot, dreſſers, ſhelves and other things as now do belong or appertain to the ſaid Meſſuage &c. or which at any time hereafter, during the ſaid term, ſhall be ſet up, placed, made or provided in or about the ſame premiſſes, at the coſts and charges of the ſaid T. D. unto the ſaid T. L. his executors, adminiſtrators or aſſigns, that then &c. But if default be made in payment of the ſaid rent of &c. in manner and form above declared, or if the ſaid T. D. his executors or aſſigns ſhall not perform the other clauſes and agreements herein contained, without fraud or coven, that then, &c.

A Condition that he ſhall enjoy quietly the aforeſaid Meſſuage without interruption of any, during the ſaid Leaſe parole.

THe Condition &c. That whereas the above bound T. L. hath the day of the date above written, by Leaſe parole, demiſed and to farm-letten unto the above named T. D. all that capitall Meſſuage &c. for the term of &c. to be accounted from the &c. and for the yearly rent of &c. And whereas the ſaid T. D. by his Obligation bearing date the day of &c. with condition thereunder written for payment of the ſaid rent or ſum of &c. and performing other clauſes and things, in ſuch manner and form as in the ſaid condition is mentioned, as in and by the obligation and condition before mentioned may more at large appear. If therefore the ſaid T. D. his Executors, Adminiſtrators, Under-tenants and Aſſigns, and every of them, ſhall or may from time to time, and at all times during the ſaid term of &c. lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſſe and enjoy all that the ſaid capital Meſſuage &c. and appurtenances thereunto belonging, in as full, large and ample manner, as the ſaid T. L. had, uſed or enjoyed the ſame premiſſes, without any let, ſute, trouble, interruption or diſturbance of the ſaid T. L. his Executors, Adminiſtrators or aſſigns, or of any other perſon or perſons by his or their means, act, conſent, title, intereſt, privity or procurement, That then &c.

A Condition where money is given, by a will to a wife and her children, and the money being paid by the Executors to the Husband of the Wife, to be imployed for their benefit, the Husband is bound to imploy it well, or to repay it, &c.

THe Condition, &c. that whereas T. H. of &c. Gentleman deceaſed, did by his laſt Will and Teſtament in writing, give and bequeath unto M. one of the daughters of E. H. and now the wife of the above bound I. S. the ſum of &c. and the ſum of &c. to the four children of them the ſaid I. and M. which ſaid ſum of &c. together with the ſaid ſum of &c. more, the above named H. H. and W. H. have at and before the enſealing and delivery of this preſent Obligation, paid and delivered unto the ſaid I. S. to be by him imployed in ſtock, for the benefit and advantage of the ſaid M. and the ſaid 4 children. If therefore the ſaid I. S. do and ſhall from time to time, and at all times hereafter, uſe his beſt ſkill and endeavour to mannage and imploy the ſaid &c. in a ſtock for the beſt benefit and advantage of the ſaid M. and her ſaid four children; And if the ſaid I. S. do not, nor ſhall not imploy the ſaid &c. in good manner as the ſame ought to be, according to the true intent and meaning hereof; Then if the ſaid I. S. do within ſix months next after requeſt to him made in that behalf by the ſaid H. H. and W. H. or either of them, their or either of their Executors, adminiſtrators or aſſigns, for the uſe and behoof of the ſaid M. and her ſaid four children, pay unto the etc. the full ſum of, &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or coven: That then &c.

A Condition to ſave harmleſs an Executor, he not medling with the Executorſhip.

THe Condition, &c. that whereas W. H. late of, &c. by his laſt Will and Teſtament in writing, did nominate and appoint the within named I. L. and others, Executors of his ſaid Will: ſince which time the ſaid I. L. is become ſole Executor of the ſaid Will. And wheras the ſaid I. L. hath nor at any time or times intermedled with, had, taken or receivd any of the debts, goods, houſhold ſtuff, plate, chattels or hereditaments, of or belonging to the ſaid W. H. but that the ſame have been equally divided and diſtributed to and amongſt the &c. patt and parcell alike. And foraſmuch as the &c. did of their own accord ſatisfy and pay ſuch debts, duties and legacies as the ſaid W. H. did ow, give and bequeath, and had and received the acquittances for the ſame, without the conſent of the ſaid I. L. if therefore the ſaid &c. and every or any of them, their executors, adminiſtrators and aſſigns, and every or any of them, do and ſhall from time to time, and at all and every time and times hereafter, freely and clearly acquit, exonerate and diſcharge, or otherwiſe upon requeſt made, well and ſufficiently ſave and keep harmleſs and indempnified the ſaid I. M. his executors, adminiſtrators and aſſigns, and every of them, of and from all ſum and ſums of money, bills, bonds, debts, duties, and demands whatſoever, which ſhall or may at any time or times hereafter happen to be demanded or recovered of and from the ſaid I. L. his heirs, executors, adminiſtrators, or any of them, for or by reaſon of the Executorſhip of the ſaid laſt Will and Teſta-

Teſtament; and of and from all actions, ſutes, troubles, coſts, charges, and demands whatſoever, which ſhall or may happen, or ariſe or grow, for or by reaſon of the ſame premiſſes, without fraud or coven: That then &c.

A *Condition to diſcharge an Executor from an Orphans portion in* London, *being received without conſent.*

THe Condition &c. That Whereas A. H. *Spinſter*, one of the Daughters of W. H. late of &c. deceaſed, hath taken and received the full third part of the ſum of &c. which he the ſaid W. H. left in his houſe at the time of his deceaſe, his ſeveral charges, debts and legacies, being paid and diſcharged out of the ſaid ſum of &c. And her full fourth part of all the goods, plate, chattels, utenſils, and implements of houſhold, as were belonging unto the ſaid W. H. at the time of his deceaſe; and alſo her full fourth part of the ſum of &c. which was paid upon Bond, due from, &c. For all which ſaid ſum of moneys, plate and goods, the within bound R. H. and R. A. have hereby undertaken to acquit, diſcharge, and ſave harmleſs the within named R. M. his Executors, adminiſtrators and aſſigns. If therefore the ſaid R. H. and R. A. or either of them, their or either of their executors, adminiſtrators or aſſigns, do and ſhall from time to time, and at all times hereafter, clearly acquit, exonerate and diſcharge, or otherwiſe upon requeſt made, well and ſufficiently ſave, keep harmleſs and indempnifyed, the within named R. M. his Executors, Adminiſtrators and Aſſigns, and his and their goods, chattels and hereditaments, and every of them, as well againſt the Officers of the City of *London*, for the Court of Orphans, and every of them, and againſt all

all and every other perſon and perſons whatſoever. As alſo of and from all actions, ſutes, coſts, loſſes, charges, ſum and ſums of money, and demands whatſoever, which ſhall or may at any time or times hereafter happen to ariſe or grow, or to be demanded or recovered of and from the ſaid R. M. his executors, adminiſtrators or aſſigns, or any of them, for or by reaſon of the ſame ſeveral ſums of money and houſhold-ſtuff ſo by the ſaid A. H. had, taken and received, as aforeſaid, and every of them, without fraud or coven: That then &c.

A Condition to juſtify all ſuch actions as ſhall be commenced, by reaſon of an Aſſignment of a Bill Obligatory.

THe Condition, &c. that whereas the within bound W. E. and M. A. have by their deed of aſſignment bearing date within written, aſſigned and ſet over unto the above named R. N. one Bill Obligatory, wherein A. B. of &c. and C. D. of &c. are and ſtand bound unto the ſaid W. E. and M. A. in the ſum of &c. (recite according to the uſual form) as by the ſaid Bill and Deed of Aſſignment may appear; If therefore the ſaid W. E. and M. A. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, do and ſhall at all times hereafter, and from time to time, juſtify, avow and maintain all and every ſuch lawful action or actions, ſutes, pleas and proceſſe, as the ſaid R. N. his executors or aſſigns, ſhall commence or proſecute againſt the ſaid A. B. and C. D. or either of them, their or either of their Executors, Adminiſtrators or aſſigns, in the names of them the ſaid W. E. and M. A. or either them, for or by reaſon of the ſaid Deed of aſſignment, and Bill Obligatory, or either of them, without revoking or releaſing the

ſame

ſame, or any the perſons or ſums of money in them mentioned: That then &c.

A Condition for a hired Servants truth.

THe condition &c. that whereas the above named H. H. hath taken and received into his ſervice the above bound T. K. If therefore the ſaid T. K. do and ſhall at all times hereafter, and from time to time, during ſo long time as the ſaid T. K. ſhall dwell with the ſaid H. H. well and truly ſerve the ſaid H. H. his Maſter, without conſuming, imbeazling, waſting, loſing, miſ-pending or unlawfully making away any of the money, plate, goods or chattels of the ſaid H. H. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtody, by reaſon of his ſaid ſervice; And if the ſaid T. K. ſhall by negligence or otherwiſe conſume, imbeazle, waſte, loſe, miſ-ſpend or unlawfully make away any moneys, plate, goods and chattels of the ſaid H. H. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtody, by reaſon of his ſaid ſervice, as aforeſaid: Then if the ſaid T. K. the above bound P. W. and I. K. or any of them, their or any of their Executors, Adminiſtrators or Aſſignes, or any of them, do and ſhall within 3. months next after the due proof thereof either by the confeſſion of the ſaid T. K. or otherwiſe howſoever; and notice or warning thereof given or left at or in, &c. in writing or otherwiſe unto or for the ſaid P. W. and I. K or either of them, make ſufficient recompence, ſatisfaction and payment unto the ſaid H. H. his Executors, Adminiſtrators or Aſſigns, for the ſaid moneys, goods or chattels conſumed or imbeazled, as aforeſaid: Then this preſent Obligation to be void and of none effect, or elſe &c.

A

A Condition to pay rent reſerved upon a Leaſe.

THe Condition &c. that if the within bound K. H. his Executors, Adminiſtrators and Aſſignes, or ſome of them, do well and truly pay or cauſe to be paid unto the within named D. F. and I. S. and the heirs and aſſigns of the ſaid I. all that yearly rent reſerved and payable unto the ſaid D. F. and I. S. and unto the heirs and aſſigns of the ſaid I. upon and by vertue of a certain pair of Indentures of Leaſe, bearing date the day of the date within written, made between them the ſaid D. F. and I. S. on the one part; and the ſaid R. H. on the other part, at ſuch dayes and times, by ſuch equal and quarterly portions, and in ſuch manner and form, during all the ſaid term thereby granted, as the ſame in and by the ſaid Indenture is limited and appointed to be paid, without fraud or coven: That then &c.

A Condition to diſcharge Executors from the payment of Legacies to Non-ages.

THe Condition &c. that whereas M. H. widow, by her laſt Will and Teſtament, bearing date &c. did give and bequeath unto three ſons of M. T. widow, the ſum of &c. a piece to each of them. And whereas alſo the within named T. P. at and before the day of the date within written, hath paid unto the within bound R. M. to and for the uſe of the ſaid three ſons of T. M. widow (*viz.*) I. H. and M. the ſaid ſum of 300l. given unto them by the ſaid M. H. deceaſed. If therefore the ſaid R. M. his Executors, adminiſtrators or aſſigns, do well and ſufficiently ſave and keep harmleſs and indemnified the ſaid T. P. and R. F. Executors of the ſaid laſt Will and Teſtament, and either of them, their and either of their Execu-

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tors, adminiſtrators and aſſigns; As alſo their, and either of their goods, chattels, lands, tenements and Hereditaments, as well againſt the ſaid I. H. and M. and every of them, as againſt all other perſon or perſons whatſoever, of, for or concerning the ſaid legacy of &c. a piece, to them the ſaid I. H. and M. given and bequeathed, as aforeſaid. And alſo do obtain and get ſufficient and lawful releaſes and acquittances, or other diſcharges from them the ſaid I. H. and M. and of every of them reſpectively, as they ſhall attain their full ages of 21 years, or within three months next enſuing their ſaid full ages of &c. reſpectively to be made unto the ſaid T. P. and R. F. their Executors, adminiſtrators or aſſignes, purporting diſcharges for their ſaid Legacies given and bequeathed as aforeſaid, without fraud or coven: That then &c.

A Condition to ſave harmleſſe from a Letter of Atturney.

THe Condition &c. that if the above bound A. C. his Executors, adminiſtrators or aſſigns, or ſome of them, do and ſhall from time to time, and at all and every time and times for ever hereafter, acquit, diſcharge, ſave, defend and keep harmleſſe and indemnified the above named R. N. his Executors, adminiſtrators and aſſigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of, for and from all and all manner of actions and ſutes, coſts, charges, troubles, loſſes and detriments whatſoever, which ſhall or may at any time or times, hereafter, ariſe, happen or be, unto, for or againſt the ſaid R. N. his Executors, Adminiſtrators or Aſſigns, for, concerning or by reaſon of one Letter of Atturney, bearing date the day of the date above written, which the ſaid A. C. hath ſealed and delivered

delivered unto the ſaid R. N. or any ſute or ſutes commenced, or to be commenced by vertue therof. And alſo if the ſaid A. C. his executors, adminiſtrators or aſſigns, do or ſhall, upon requeſt to him or them to be made, well and truly pay or cauſe to be paid unto the ſaid R. N. his executors, adminiſtrators or aſſigns, all ſuch ſum and ſums of money as the ſaid R. N. his executors, adminiſtrators or aſſignes, ſhall be compelled to diſburſe or lay out, for or by reaſon of any ſute or ſutes, arreſts, or other things whatſoever, concerning the premiſſes, That then &c.

A *Condition to pay money at the expiration of an Apprentiſhip.*

THe condition &c. that whereas one M. C. daughter of &c. by her Indenture of apprentiſhip bearing date with theſe preſents, hath put her ſelf an Apprentice unto the within bound L. S. and L. his Wife, and with them to dwell and ſerve, as their Apprentice, from the Feaſt of &c. unto the end and term of &c. from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture of Apprentiſhip more at large appeareth. And whereas alſo the within named I. P. the day of the date hereof, hath lent, diſburſed and delivered to the ſaid L. S. the ſum of 20 l. of &c. to occupy as a ſtock during the ſaid term; If therefore the ſaid L. S. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the ſaid M. C. or her aſſigns, the full ſum of &c. at the full end and expiration of the ſaid term of 7 years, or at the day of the marriage of the ſaid M. which of them ſhall firſt and next happen to be or come after the date herof, without fraud or coven, That then &c.

A Condition of an Obligation, wherein one Executor ſtandeth bound to another, to do his diligence in the execution of a Will, and from time to time to give a juſt accompt.

THe condition &c. that whereas I. B. of &c. Gentleman, hath named and appointed the within boūden T. A. to be one of his Executors, together with the within named G. B. If therfore the ſaid T. A. do from time to time, and at all times hereafter, uſe his utmoſt diligence and endeavour for the true execution of the ſaid laſt Will and Teſtament, according to the truſt in him repoſed by the ſaid I. B. and do alſo from time to time yearly, until the ſaid laſt Will and Teſtament be fully and wholly fulfilled and performed, make by himſelf, or by ſome other lawfully authorized by him, a true accompt to the ſaid G. B. at or in &c. at any time between the firſt and laſt day of *November*, yearly. And if upon the making up of every ſuch accompt, or accompts, the ſaid *T. A* his &c. ſhall make delivery of the moity and one half of all ſums of money, goods and chattels that the ſaid T. A. his &c. ſhall have in his or their cuſtodies, or ſhall have received by vertue of the ſaid Executorſhip of the ſaid laſt Will and Teſtament of the ſaid I. B. That then &c.

A Counter-condition for performance of Covenants:

THe Condition &c. that whereas the within named M. M. at the requeſt and deſire of the within bound D. P. together with the ſaid D. P. is and ſtandeth bound in and by one obligation bearing the date within written, unto E. S. of &c. in the ſum of &c. for the true obſervance, performance, fulfilling, paying and

and keeping of all and every the covenants, grants, articles, clauſes, payments and agreements which are contained and ſpecified in one pair of Indentures of Leaſe, as by the ſaid Obligation appeareth. If therefore the ſaid D. P. his Executors, adminiſtrators or Aſſigns, and every of them, do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſſe and indemnified the ſaid M. M. his Executors, Adminiſtrators and Aſſignes, and every of them, of and from all actions, ſutes and demands whatſoever, which ſhall or may at any time or times hereafter happen to ariſe, come or grow to or againſt the ſaid M. M. his Executors, Adminiſtrators or aſſigns, or any of them, for, upon, or by reaſon of the ſaid recited Obligation, or any ſum or ſums of money therein contained, without fraud or coven: That then &c,

A *Condition that the Leaſſor ſhall pay money back upon the Leaſſees diſlike of a Farm.*

THe Condition &c. that whereas there hath been communication between the within bound T. B. and the within named P. C. for and concerning one Farm called A. in the County of S. now in the occupation of the ſaid T. B. to be granted by the ſaid T. to the ſaid P. for term of 6 years; If in caſe the ſaid P. C. ſhall miſlike to proceed in the ſame, & of ſuch miſliking do give notice to the ſaid T. B before the laſt day of &c. next enſuing, at the Meſſuage of the ſaid Farm; Then if the ſaid T. B. his Executors &c. do within three dayes next after ſuch notice of miſliking given, well and truly pay or cauſe to be paid to the ſaid P. not only the ſum of 6 l. of &c. to him the ſaid T. delivered at the enſealing hereof, but alſo do pay or ſatisfie unto the ſaid P. all ſuch ſums of mony and other things

things as the ſaid P. hath, or before that time ſhall have paid or be at, for the ſowing or manuring of the ſaid Farm, or any part thereof: That then, &c.

A Condition for building and ſetting up a Fram of a Houſe.

THe Condition &c. that if the within named E. W. his Executors, Adminiſtrators or Aſſigns, do at his and their own coſts and charges, on this ſide, and before the Feaſt of &c. next comming after the date above written, not only well work and ſubſtantially erect, build and ſet up, or cauſe to be erected, built and ſet up one good and ſubſtantiall new frame or building of good, new, ſufficient and well ſeaſoned timber of heart of Oak, to ſerve for the plat or foundation already ſet forth or made within the Meſſuage or Inne, called or known by the name or ſign of the Ship, in the Pariſh of Saint *Clements Danes*, in the County of *Middleſex*, which ſhall contain from the Weſt toward the Eaſt 40. foot of Aſſize, and in bredth from North to South 25. foot of Aſſize, and with part thereof, which ſhall extend from the South part of the meaſure before mentioned towards the South, ſhall contain in length 20. foot, and in breadth 18 foot and 12 inches: All which ſaid Building ſhall contain in height three ſtories and a half, and every ſtorie to contain in height 7 foot of Aſſize at the leaſt; But alſo do, before the ſaid Feaſt of &c. at his like coſts and charges, fit and furniſh the ſame building with floors boarded, doors, ſtairs, pent-houſes and all other things pertaining to, or being Carpentary work, with ſufficient nails for the ſame, and hooks and hinges for all the doors: in which ſaid Building there ſhall be ſuch & ſo many ſtairs, as the within named P. C. ſhall appoint, and to be ſet in ſuch place and

places as the ſaid P. ſhall nominate; and there ſhall be in the ſtories extending Weſt and Eaſt, partitions, and three ſeveral rooms, and in every room one imbowed Window, with ſuch and ſo many clear windows as the ſaid P. ſhall appoint; and in every of the ſtories of the building, extending from North to South, one partition, and one room, in every of which rooms there ſhall be one imbowed window: all which to be well and ſufficiently finiſhed, as aforeſaid, before the ſaid Feaſts of &c. next coming, That then &c.

A Condition to ſave three harmleſs which are bound for one by recognizance to the Chamber of London *for Orphans money.*

THe Condition of this Recognizance is ſuch, that whereas the within named I. C. I. L. and W. G. at the inſtance and requeſt of the above bound E. K. together with the ſaid E. K. in the inner chamber of the Guild Hall of the City of *London*, are become jointly and ſeverally bound unto R. B. Chamberlain of the City of *London* aforeſaid, and to his Succeſſors, Chamberlains of the ſame City, in the ſum of 350l. of &c. with condition amongſt other articles in the ſaid Recognizance ſpecified, for the true payment of 300l. of like money unto the ſaid Chamberlain, or his Succeſſor, to the uſe of E. and I. Orphans of T. B. late Citizen and Grocer of *London*, deceaſed, at ſuch time as they, or either of them, ſhall accompliſh their ſeveral ages of 21. years, as by the ſaid Recognizance and condition thereof more at large may appear; If therefore the ſaid E. K. his heirs, executors or adminiſtrators, do from time to time, and at all times hereafter, diſcharge, exonerate, acquit, or otherwiſe well and ſufficiently ſave and keep harmleſſe the ſaid I. C. I.

I. L. and W. G. and every of them, and the heirs, executors and adminiſtrators of them, and every of them, and all and ſingular the lands, tenements and hereditaments, goods and chattels of them and every of them, againſt the ſaid Chamberlain and his Succeſſors, and againſt all and every other perſon and perſons whatſoever, of, for and concerning the ſaid Recognizance, and all and ſingular ſums of money, penalties, forfeitures and things whatſoever, in the ſaid Recognizance, or condition thereof, or either of them, contained or ſpecified; And alſo of, for and concerning all and ſingular actions, ſuits, judgements, extents, executions, moleſtations, coſts, charges, troubles, incumbrances and demands whatſoever, which ſhall or may ariſe, grow, happen or be, by reaſon or means of the ſaid Recognizance. And alſo if it ſhall happen the ſaid E. K. before the ſaid ſum of 300 l. be fully paid to the ſaid Chamberlain, or his Succeſſors, according to the tenor and purport of the ſaid Condition of the ſaid Recognizance, to deceaſe, or by any means to come to poverty and inſufficiency; or himſelf, or his goods and chattels, out of the liberties of the City aforeſaid, to abſent, withdraw or purloin: Then if the ſaid E. K. his heirs, executors or adminiſtrators, within ſix moneths next after ſuch deceaſe, coming to poverty and inſufficiency, or ſuch withdrawing, abſenting or retaining himſelf, or his goods or chattels, out of the liberties of the City aforeſaid, or upon reaſonable requeſt, do make true payment, unto the ſaid Chamberlain or his Succeſſors, of the ſaid ſum of 300 l. to the uſe aforeſaid: And then alſo within the ſame 6 moneths, or upon ſuch requeſt, as aforeſaid, do cauſe and procure the ſaid Recognizance, and all extents and executions of the ſame, to be clearly and lawfully diſcharged and made void: That then &c.

A Condition from an Under-Sheriff to a High-Sheriff, for ſaving harmleſſe.

THe Condition &c. that whereas the above named Sir M. G. Knight, Sheriff of the County of B. hath aſſigned and deputed the above named R. B. his Under-Sheriff: If therefore the ſaid B. N. the above bound C. R. and G. D. their Heirs, Executors and Adminiſtrators, and every of them, do at all time and times hereafter, ſave and keep harmleſſe and indemnified, as well the ſaid Sir M. G. his heirs, executors, adminiſtrators and aſſignes, and every of them, as alſo the lands, tenements, hereditaments, goods and chattels of the ſaid Sir M. G. of, for, touching or concerning the returns and executions of all ſuch proceſs, writs and warrants, of what nature ſoever they be, as are or ſhall be hereafter directed to the Sheriff of the ſaid County of B. and ſhall be brought and delivered, or offered to be delivered to the ſaid B. N. during the time that the ſaid Sir M. G. ſhall be Sheriff of the ſaid County; And of and from all iſſues, fines and amerciaments, which ſhall happen to be impoſed or taxed upon the ſaid Sir M. G. for or concerning the not executing, wrongful executing, or detaining in his hands, any writs, proceſſe or warrants; and of, for and concerning all eſcapes of all and every perſon or perſons that ſhall be arreſted or apprehended by vertue of any ſuch proceſſe, writ or warrant, during the time that the ſaid Sir M. G. ſhall continue Sheriff of the ſaid County of B. And alſo if the ſaid B. N. C. R. and G. D. their heirs, executors and adminiſtrators, and every of them, ſhall ſave harmleſſe and indemnified the ſaid Sir M. G. and his heirs and aſſigns, and his and their lands, goods and chattels, of, for or concerning all ſuch accompt and accompts, as the

the ſaid Sir M. G. is or ſhall be charged withall, as Sheriff of the ſaid County of B. to our Soveraign Lord the King, his Heirs or Succeſſors, in any of his Majeſties Courts, and of all ſums of money which ſhall be levied or received by the ſaid B. N. as Under Sheriff of the ſaid Sir M. G. or any Bayliff or other perſon by the direction or aſſent of the ſaid B. N. to the uſe of the Kings Majeſty, his Heirs or Succeſſors, That then &c.

A Condition to ſave harmleſſe a Surety from a Bond of Arbitrament,

THe Condition &c. that if the above bound A. D. his Executors and Adminiſtrators, or any of them, do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſſe and indemnified the above named G. M. his heirs, executors and adminiſtrators, and his and their lands, tenements, goods, chattels, and hereditaments, of, for, from and concerning one Obligation bearing date the day of the date above written, wherein the ſaid G. M. at the requeſt of the ſaid A. D. is and ſtandeth bound unto R. M. Gentleman, in the ſum of 100 l. with condition thereunder written, that the ſaid A. D. abide the award of W. M. and T. B. Eſquires, Arbitrators, and of and from all actions, ſutes, arreſts, coſts, charges and demands whatſoever, concerning the premiſſes, without fraud or coven, That then &c.

A Condition, if money be not paid at the day, then to ſurrender certain copy-hold Lands &c.

THe Condition &c. that if the within bound E. L. do not, or ſhall not well and truly pay or cauſe to be paid unto the within named I. P. his executors,

Adminiſtrators or Aſſigns, the full ſum of &c. on the &c. next enſuing the date within written, at &c. according to a proviſoe or condition mentioned in a Deed or ſurrender, bearing date the day of &c. Then if the ſaid E. L. and A. his wife, do and ſhall at the next Court to be holden for the Mannor of, &c. lawfully and abſolutely ſurrender into the hands of the Lord of the ſaid Mannor, to the onely uſe and behoof of the ſaid I. P. his Heirs and Aſſigns for ever, according to the cuſtome of the ſaid Mannor, the ſaid ſeveral parcels of Land, with their and every of their appurtenances in the ſaid ſurrender mentioned. And alſo, if the ſaid I. P. his heirs or aſſignes, ſhall or may peaceably and quietly have, hold and enjoy the ſaid parcels of Land, and every of them, with their and every of their appurtenances ſo ſurrendred, as aforeſaid, freely and clearly acquitted of and from all and all manner of former and other ſurrenders, bargains, ſales, gifts, grants, troubles and incumbrances whatſoever, and of and from the thirds of the ſaid M. now Wife of the ſaid I. P. That then &c.

A Letter of Attorney, or an aſſignment to receive and keep money due upon a bond wherein is a forfeiture, or nomine pœnæ, *upon diſcharge without conſent.*

TO all Chriſtian people, &c. I, W. S. of &c. ſend greeting in our Lord God everlaſting. Whereas B. S. of &c. and R. B. of &c. by one Obligation bearing date &c. *Anno Domini*, 1647 are and ſtand jointly and ſeverally bound unto the ſaid W. S. in the ſum of &c. with condition thereunder written, for the true delivery of 46 quarters of Rye, as by the ſaid Obligation with condition more at large appeareth. Now know ye, that I the ſaid W. S. as well for and in con-

conſideration that the ſaid Obligation was made in the name of me the ſaid W. S. only in truſt, and for the uſe of R.S. of &c. as for divers other good cauſes and conſiderations me hereunto moving, have given, granted, aſſigned and ſet over, and by theſe preſents do give, grant, aſſign and ſet over, unto the ſaid R.S. his Executors and aſſigns, as well the ſaid Obligation and ſum of &c. therein mentioned; as alſo all my right, action and demand to and in the ſame: Giving, and by theſe preſents granting unto the ſaid R. S. by vertue hereof, my full and whole power and authority, for me, and in my name, but to the only uſe of the ſaid R. S. his Executors and Aſſigns, to demand, ask, levy, recover and receive of the ſaid B. S. and R. B. and of either of them, their executors or aſſigns, the ſaid ſum of &c. mentioned and due by the ſaid Obligation, and to uſe all lawfull waies and means for the recovery thereof: and the ſame ſo had and received, to detain and keep to his own uſe and behoof, without any accompt thereof, or therefore to be rendred, And I the ſaid W.S. do covenant and agree, that for any act or acts, thing or things whatſoever, by me, or by any other heretofore by my appointment done or committed, or hereafter to be done or committed, the ſaid Obligation now is, and hereafter ſhall ſtand and continue in full force and effect; and that neither I the ſaid W S. my Executors or aſſigns, ſhall nor will acquit, releaſe, or otherwiſe diſcharge the payment or delivery of 46. quarters of Ry, in the Condition of the ſaid Obligation mentioned, without the ſpecial licenſe, conſent and agreement of the ſaid R. S. his exeeutors and aſſigns, firſt had and obtained in writing under his or their hand and ſeal. And to the true performance of all and every the Articles and agreements hereby expreſſed on the part of me the ſaid W.S. to be done and performed, I bind me, my

heirs, executors and adminiſtrators by theſe preſents in the ſum of &c. (*nomine pœnæ*) to be forfeited and paid unto the ſaid R. S. his &c. In witneſs &c.

A Letter of Atturney to receive rents.

TO all &c. I, E. D. of &c. ſend greeting &c. Know ye, that I the ſaid E. D. for divers good cauſes me hereunto moving, and eſpecially for the truſt and confidence which I have and do repoſe in C. K. of &c. have made, ordained, conſtituted and inveſted, and in my place and ſtead by theſe preſents have put the ſaid C. K. to be my lawful Atturney, for me, and in my name, and to the uſe and behoof of me the ſaid E. D. my executors, adminiſtrators and aſſigns, to aſk, demand, levy, recover and receive of H. G. of &c. the ſum of &c. for one half years rent of and for the Mannor of B. in the County of &c. due at the Feaſt of &c. laſt paſt before the date hereof: Giving, and by theſe preſents granting unto my ſaid Atturney, by vertue hereof, full power and abſolute authority, for me, and in my name, and to and for my uſe, benefit and commodity, to aſk, levy, recover, receive and demand of the ſaid H. G. his executors, adminiſtrators and aſſigns, the ſaid rent or ſum of &c. due and payable, as aforeſaid. And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my uſe to make, ſeal and deliver, for me, and in my name, and as my deed, all and every ſuch acquittance and acquittances, or other diſcharges, as to the ſaid C. K. ſhall be thought meet and convenient to be given: And to do, follow, execute and finiſh for the receipt and recovery thereof, all and every ſuch act and acts, thing and things, deviſe and deviſes, as to the ſaid C. K. ſhall be thought fit and convenient

convenient; ratifying, allowing, confirming and approving all and whatsoever my said Atturny shall lawfully do or cause to be done in or about the premisses by these premisses. In witness &c.

A Letter of Atturney to demisse, survey or sell a Mannor.

TO all &c. Know ye, that we the said G. S. and E. M. for divers good causes and considerations us hereunto especially moving, Have made, ordained, constituted, and in our place and stead, put and authorized R. N. and H. B. or either of them, our true, sufficient and lawfull Atturney and Atturneys, for us and in our names, and for the use of us the said G. S. and E. M. to enter into all those the Mannors of W. T. and I. with their rights, members and appurtenances, in the County of C. and in the Advowsons of or belonging to them, or any or either of them, and into every part and parcel thereof; and the same Mannors, or either or any of them, for us, and in our names to view and survey, And by these presents, for us, and in our names, do give full power and authority to the said R. N. and H. B. and to either of them, to be our Steward or Stewards of our said Mannors, and every of them, and to keep such Court and Courts of survey, and other Courts leets, and lawdaies, of and upon the said Mannors, or any of them, as our said Atturneys or either of them shall appoint, or shall be by them or either of them thought fit: And the same Mannors, and every or any of them, for us and in our names, to bargain, sell, lease or grant to such person and persons, and for such estates, for life or lives, inheritance, or otherwise; and for such sum and sums of money, as to our said Atturneys, or either of them, shall be thought meet and requisite, to the ut-

termost

termoſt and beſt commodity and profit of us the ſaid G. S. and E.M. and the Deed and Deeds of the ſame grant, and eſtates ſo to be made, for us, and in our names to ſeal; and as our deed or deeds to deliver to the parties to whom the ſame ſhall be ſo made, or to any other to their uſe and uſes, & the counterparts of the ſame, for us and in our names, to accept and receive: And alſo all ſuch fines, and other ſum and ſums of money, as ſhall grow due for the ſame, for us and in our names, and to the uſe of us the ſaid G.S. and E.M. to collect, gather, receive and take, and all ſuch rents, duties, heriots, arrerages of rents, and profits of Courts as are already or hereafter ſhall be due or payable, for, out, of or concerning the premiſſes, or any of them, to receive: Giving, and by theſe preſents granting to our ſaid Attorneys, and either of them, our full power and lawfull authority touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as ample manner and form, to all intents and purpoſes, as we the ſaid G.S. and E.M. or either of us, might or ought to do, if we or either of us, were then and there perſonally preſent: And ratifying and allowing all and whatſoever our ſaid Attorneys or either of them, ſhall do in or about the premiſſes, or any of them, according to the true intent and meaning of theſe preſents. In witneſſe &c.

A Letter of Attorney to deliver a Leaſe upon the Land.

TO all &c. I, I. M. of &c. Whereas I the ſaid I.M. have ſubſcribed and ſealed one writing, bearing date with theſe preſents, and hereunto annexed, purporting a demiſe unto W.W. of &c. of all that the mannor of G. with the appurtenances, in

in the County of Y. and of one Meſſuage, 300 acres of L[illegible], 100 acres of meadow, 200 acres of paſture, and 100 acres of Wood, with the appurtenances, in C. aforeſaid, now or late in the tenure or occupation of W. C. his aſſignee or aſſignees, To have and to hold the ſaid Mannor, and all other the premiſſes, unto the ſaid W. W. his executors or aſſignes, for the term of 5 years, under the yearly rent of &c. as by the ſaid Deed indented may appear. Now know ye, that I the ſaid I. M. for divers good cauſes and conſiderations me hereunto eſpecially moving, have made, ordained, conſtituted and authorized, and in my place and ſtead by theſe preſents, have nominated and put W. G. of &c. my true, ſufficient and lawful Atturney, for me and in my name, into all that the ſaid Mannor of C. &c into the ſaid Meſſuage, 300 acres of Land, 100 acres of meadow, 200 acres of paſture, and 100 acres of Wood, with the appurtenances, and into every or any part or parcel thereof in the name of the whole to enter, and peaceable and quiet poſſeſſion and ſeiſin thereof, for me, and in my name to take, and after ſuch poſſeſſion and ſeiſin thereof, or any part thereof, had and taken, as aforeſaid, for me and in my name, as my act and deed, to deliver unto the ſaid W. W. or his certain Atturney, upon ſome part of the aforeſaid premiſſes, the ſaid writing or Deed indented, ſubſcribed and ſealed, as aforeſaid; And all and every other act and thing requiſite and neceſſary to be done, in, about or concerning the premiſſes, for me and in my name to do or cauſe to be done. In witneſſe, &c.

A *Letter of Atturney to keep Court.*

KNow all men by theſe preſents, that we P. L. and H. S. of &c. do hereby authorize, conſtitute & appoint G. C. of &c, Gent. our lawful Deputy & Atturney, for

for us, & in our names to appoint a Steward & Bayliff of and for our Mannors of B. and H. and by himſelf or his ſufficient deputy, to and for our uſe to keep Courts within the ſaid Mannors, or either of them, and to give admittance upon alienation or death, and to take and receive Atturnments of all and every the Tenants thereof; And to and for our uſe, to aſſeſs fines upon ſuch admittances, and for us, and in our names, and to our uſe, to receive the ſaid fines, and alſo ſuch heriots as ſhall be due upon ſuch death or alienation, and likewiſe to receive all rents and arrearages of rents, and alſo all amerciaments, perquiſites, and profits, that ſhall ariſe or grow due to us, or any of the ſaid Courts. We do alſo further authorize and appoint the ſaid G C. to gather, take up and ſeize to our uſe, all wayſs, eſtrays, deodans, out-laws and ſelons goods, which ſhall happen to ariſe, be due or fall within the ſaid Mannors or either of them. Given under our hands and ſeals the &c. in the &c.

A Letter of Atturney to take poſſeſſion of Lands newly purchaſed

BE it known unto all men by theſe preſents, that I, I. H. Citizen, &c. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint, and in my ſtead and place by theſe preſents, put T. C. of &c my true, ſufficient and lawful Atturney, for me, and to my uſe, to take and receive peacable and quiet poſſeſſion and ſeiſin of, and in all that Meſſuage or Tenement, and all and ſingular the lands and premiſſes thereunto belonging, with the rights, members and appurtenances, ſituate, lying and being in &c. lately bargained and ſold by B. P. unto me the ſaid I. H. And the ſame poſſeſſion ſo had

and

and taken, to detain and keep to the only uſe, and behoof of me the ſaid I. H. my heirs and aſſigns, according to the tenor and true meaning of the Indenture, whereby the ſaid premiſſes are conveyed unto me: ratifying, allowing and confirming all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the premiſſes by theſe preſents. In witneſſe &c.

A Letter of Atturney, for a Steward of a Mannor to receive rents, with authority to impound and diſtrein.

TO all &c. I, G. K. of &c. ſend greeting in our Lord God everlaſting. Know ye, that I the ſaid G K. for and in conſideration of the ſpecial truſt and confidence which I have and do repoſe in my wel-beloved Friend C. P. of &c. Gent. have made, ordained, conſtituted, authorized and appointed the ſaid C. P. my true, ſufficient and lawful Atturney, for me, and in my name, ſtead and place, and to the only proper uſe and behoof of me the ſaid G K. my Executors and Adminiſtrators, to collect, gather, demand and receive, of all, every, or any my Tenants or Farmers, of all, every, or any my Lordſhips, Mannors, Lands, Tenements and Hereditaments whatſoever, in the County of G. all and every ſuch ſumme and ſummes of money, rents, arrearages of rents, amerciaments, heriots, fines, iſſues and profits, whatſoever, as ſhall any wiſe grow due, accrew, be iſſuing or payable unto me the ſaid G. K. out of all or any my ſaid Lordſhips, Mannors, Lands, Tenements, and Hereditaments: And upon the receipt of all, every, or any ſuch ſum and ſums of money, rents and profits, for me and in my name, to make and give acquittances, or other ſufficient diſcharges to any of the ſaid Tenants

Tenants or Farmers, requiring the ſame. And the ſame ſum and ſums of money, rents, iſſues and profits ſo had and received, to pay and deliver to me the ſaid G. K. my Executors, Adminiſtrators and Aſſigns, and to be accomptable unto me the ſaid G. K. my executors and adminiſtrators, from time to time, for all, every or any the ſaid ſum or ſums of money, ſo as aforeſaid, by the ſaid C. P. had, taken and received, at the Feaſt of Saint *Michael* the Archangel next enſuing the date hereof, or before the end of *Candlemas* Term then next enſuing; and at the Feaſt of the *Annunciation* of the bleſſed Lady Saint *Mary* the Virgin then next following, or before the end and expiration of *Trinity* Term then next enſuing, and ſo from time to time, at the feaſts and dayes before prefixed, to give and make a true accompt or accompts to me, during the continuance of the power to him given and granted as aforeſaid. And further, I do by theſe preſents give full power and authority to my ſaid Atturney, at any time hereafter, to elect and chuſe ſome one ſufficient and able perſon to be Steward of my Courts of my ſaid Mannors &c. and alſo to place and diſplace, at his Will and pleaſure, upon juſt occaſion, any Bayliff or other Officer or Officers whatſoſoever, as occaſion ſhall require: and alſo giving, and by theſe preſents granting unto my ſaid Atturney, full power and lawfull authority, for me, and in my name, ſtead and place, and to my uſe, as aforeſaid, for non-payment of all, every or any my ſaid rents, arrearages of rents, iſſues, amerciaments and profits, to diſtrein, impound, arreſt, ſue, implead and impriſon, all, every, or any my ſaid Tenants & Farmers, which ſhall refuſe to pay to my ſaid Atturney, all or any ſuch ſum and ſums of money, rents, iſſues and profits, by them, or any of them, reſpectively due and payable unto me, as aforeſaid; and the ſame perſons again to diſcharge, acquit

acquit and releaſe of and from the ſame, at his will and pleaſure. And further, to do, or cauſe, or procure to be done, in and about the premiſſes, all and whatſoever to the ſaid C.P. ſhall ſeem requiſite and needful to be done, as effectually, as if I my ſelf were then and there perſonally preſent. And which, &c. ſo to be done, I do hereby covenant and grant, for me, my heirs, &c. to juſtify, averr and maintain, as fully and perfectly, to all intents, conſtructions and purpoſes, as though the ſame were actually done by my ſelf. In witneſſe &c.

A *Warranty of Atturny to confeſſe a judgement.*

WHereas K.B. Widow of &c. Executrix of the laſt Will and Teſtament of I.B. Eſquire, hath ſued out of the high Court of Chancery an Original Writ of debt for two hundred pounds, againſt me T. E. and I. W. of &c. Eſquires, and Sir R. B. of &c. Knight, my ſureties, returnable this Trinity Term in the Court of Common Pleas at *Weſtminſter*; Theſe are therefore to require you to appear for me and my ſureties, and to make declarations for us the ſaid T.H. I.W. and Sir R.B. at the ſute of the ſaid K. B. and thereupon to confeſſe a Judgement either by *non ſum informat. nihil dicit*, or otherwiſe, as you ſhall think fitting, and this ſhall be your ſufficient warrant in that behalf. In witneſs &c.

A *Warrant to acknowledge Satisfaction.*

Mr. T. W.

WHeras in Trinity Term in the twentieth year of the Reign of our Soveraign Lord King *Charles* over *England* &c. there was a Judgement had and obtained, in his Majeſties Court of Common-

Pleas

Pleas at Weſtminſter, againſt A. P. of &c. for &c. debt, and &c. damages and coſts, at the ſute of &c. Theſe are to require you to acknowledge ſatisfaction upon the ſaid judgement, and this ſhall be your ſufficient warrant for the ſame. In witneſs &c.

Another warrant to acknowledge ſatisfaction.

Mr. T. F.

WHereas I heretofore retained you my Attorney, in his Majeſties Court of Kings Bench at *Weſtminſter*, to ſue, charge and implead R. E. upon ſeveral actions, and a *Habeas Corpus* depending againſt him, and whereas you thereupon further proceeded by my direction, to the recovery and entry of four ſeveral Judgements, the one of 500*l.* debt, and 7*l.* 10*s.* and 8*d.* dammages, another, &c. another &c. and the other &c. for that I have received full ſatisfaction from the ſaid R. E. for and concerning all thoſe actions, and ſeveral executions by you in my behalf obtained and entred againſt him, by force whereof he remains Priſoner in the cuſtody of the Marſhall of his Majeſties ſaid Court; theſe are therefore to will and require you to diſcharge thoſe ſeveral actions by ſearch or otherwiſe, out of the entry Book of the Marſhall of that Court, or other declarations remaining on file there. And further I do hereby direct & authorize you to acknowledge ſatisfaction upon Record, upon the ſeveral Judgements above ſpecified, and all other Judgements chargeable againſt him for my ſatisfaction, and ſo to releaſe his perſon out of the Marſhalls cuſtody, from all cauſes touching me; And for the doing thereof, this ſhall be your ſufficient warrant and diſcharge. In witneſſe, &c.

An *Aſſignment of an* Annuity.

TO all &c. T. D. of &c. ſendeth greeting. Whereas T. D. of &c. late of &c. Uncle to the ſaid T. D. party to theſe preſents, in and by one Indenture bearing date &c. and in the &c. made between the ſaid T. Uncle, of the one party, and B. E. and B. C. Gentleman, of the other party, purporting certain uſes as in the ſaid Indenture is limitted and expreſſed, did give and grant unto the ſaid T. D. party to theſe preſents, one annuity or yearly payment of &c. *per annum*, for and during the natural life of the ſaid T. D. party to theſe preſents, to be iſſuing and going out of the Meſſuages, Lands, Tenements &c. of the ſaid T. D. the Uncle, ſituate, lying and being in, &c. to begin to be paid yearly to the ſaid T. D. party to theſe preſents, from and after the deceaſe of A. D. late wife of the ſaid T. D. the Uncle, as by the ſame Indenture, amongſt divers other things therein contained, more at large appeareth; And whereas the ſaid A. D. is ſince deceaſed. Now know ye, That the ſaid T. D party to theſe preſents, for and in conſideration of the ſum of &c. to him in hand at and before the enſealing and delivery of theſe preſents, by W. P. of &c. well and truly paid, whereof, and wherewith, he doth acknowledge himſelf fully ſatisfied, contented and paid, by theſe preſents, and for divers other &c. hath given, granted, bargained, ſold, aſſigned and ſet over; and by theſe preſents doth fully and abſolutely give, grant, bargain, ſell, aſſign and ſet over, unto the ſaid W. P. his executors, adminiſtrators and aſſignes, as well the ſaid annuity or yearly payment of &c. as alſo all the eſtate, right, title, intereſt, property, claim and demand whatſoever, which he the ſaid T. D. party

to theſe preſents, now hath or may, can, might, ſhould or ought to have or claim of, in or to the ſaid Annuity or yearly payment of &c. To have, hold, perceive, receive, take and enjoy the ſaid Annuity or yearly payment of &c. unto the ſaid W. P. his executors, adminiſtrators and aſſignes, from the day of the date of theſe preſents, for and during the natural life of the ſaid T. D. party to theſe preſents, in ſuch like and in as large and ample manner and ferm to all intents and purpoſes, as the ſaid T. D. party to theſe preſents, now hath, may, might, ſhould, could or ought to have and enjoy the ſame, by force and vertue of the ſaid Indenture of uſes, or any thing therein contained or otherwiſe; And the ſaid T. D. party to theſe preſents, for him, his executors, adminiſtrators and aſſignes, doth covenant, promiſe and grant to and with the ſaid W. P. his executors, adminiſtrators and aſſignes by theſe preſents, in manner and form following: That is to ſay, That he the ſaid T. D. party to theſe preſents, now hath full power and lawful authority, to give, grant, bargain and ſell the ſaid Annuity or yearly rent of &c. in maner and form aforeſaid: And that neither he the ſaid T. D. party to theſe preſents, nor any other perſon or perſons, by his appointment, or with his conſent, hath heretofore made any former bargain, ſale, gift, grant, aſſignment, ſorrender, extinguiſhment, charge or incumbrance of the ſaid Annuity or yearly payment of &c. or any part thereof; Nor that he the ſaid T. D. party to theſe preſents, nor any other, by, from or under him, or with his conſent hereafter at any time ſhall do or commit, or ſuffer to be done or committed, any act, deed or thing whatſoever, whereby the ſaid W. P. his Executors, Adminiſtrators or Aſſignes, ſhall or may be letted or hindred of, or in the having, receiving and enjoy-

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ing of the ſaid annuity, or of any part thereof: And that the ſaid W. P. his executors, adminiſtrators and aſſigns, ſhall or may from time to time, and at all times from henceforth, for and during the naturall life of the ſaid T. D. party to theſe preſents, lawfully peaceably, and quietly have, hold, receive, perceive, take and enjoy the ſaid Annuity, or yearly payment of &c. and every part and parcel thereof; to the only uſe and behoof of the ſaid W. P. his executors, adminiſtrators and aſſigns, without the let, ſute, trouble, interruption or diſturbance of him the ſaid T. D. party to theſe preſents, or any other perſon or perſons by his act, means, title or procurement. And further, that he the ſaid T. D. party to theſe preſents, ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt, coſt and charge in the Law of the ſaid W. P. his executors, adminiſtrators or aſſigns, do, cauſe, procure, or ſuffer to be done, all ſuch further act and acts, thing and things, deviſe & deviſes in the law whatſoever, for the further aſſuring of the premiſſes to the ſaid W. P. his executors, adminiſtrators and aſſigns, for and during the natural life of the ſaid T. D. party to theſe preſents, as by the ſaid W. P. his executors, adminiſtrators or aſſigns, or by his or their Councell learned in the Law ſhall be reaſonably deviſed or adviſed and required. In witneſs &c.

An Indenture for ſuing forth a Writ of Entry of a Manor, to the intent a Recovery may be had.

THis Indenture tripartite made the &c. between H. E. of &c. of the firſt part, W. G. of &c. of the ſecond part, and A. B. and C. D. of &c. of the third part, Witneſſeth, that it is covenanted, granted, concluded, condeſcended unto, and fully agreed upon, by and

between the ſaid parties to theſe preſents: And the ſaid H. E. doth for himſelf, his heirs &c. covenant, &c. that he the ſaid E. or his &c. before the Feaſt of &c. at the proper coſts and charges in the Law of the ſaid W. G. his heirs or aſſigns, ſhall permit and ſuffer the ſaid A. B. and C. D. to bring and ſue forth out of his Majeſties high Court of Chancery one Writ of Entry *ſur diſſeiſin en le poſt*, againſt the ſaid W. G. returnable before the Juſtices of the Common Pleas at *Weſtminſter*, at a certain day before the ſaid Feaſt of &c. by which Writ the ſaid A. B. and C. D. ſhall demand againſt the ſaid W. G. all that the Mannor of &c. by the name of &c. or by any other name or names whatſoever, whereunto the ſaid W. G. ſhall appear before the ſaid Juſtices, at the ſaid daie of return, to be contained in the ſaid Writ, in his own proper perſon, or by his Atturney, ſufficiently authorized by the Law for the ſame, upon which appearance the ſaid A. B. and C. D. ſhall declare againſt the ſaid W. G. according to the nature of the ſaid Writ; and that he the ſaid H. E. ſhall permit and ſuffer the ſaid W. G. to make defence, and vouch over to warranty the ſaid H. E. and the ſame E. by himſelf or his Atturney, ſufficiently authorized by Law for the ſame, ſhall vouch over to warranty, the common vouchee, and thereupon imparl, and after the ſame imparlance, in the ſame Term, ſhall make default and depart in contempt of the Court, to the intent a perfect recovery and Judgement in the ſaid Court may be had againſt the ſaid H. E. of the ſaid Mannor and Lands, and all other the premiſſes, according to the courſe of common recoveries in ſuch caſes uſed: and further that the ſaid recovery and execution thereupon ſo as aforeſaid, to be had and purſued by the ſaid A. B. and C. D. ſhall be to the only uſe and behoof of the ſaid W. G. and

of

of his heirs and assigns; and to no other use, intent or purpose whatsoever, (A Covenant for incumbrances.) In witness &c.

A revocation of a protection during the Parliament time.

WHereas I the Right Honourable I. Earl of R. have granted a protection under my hand and seal, unto C. R. Esquire, bearing date on or about the &c. last past, to endure for the time of this present Parliament: Now these presents witness, that for divers good causes and considerations, me moving, I do hereby revoke, disannul and make void the said protection, to all intents and purposes whatsoever, so as the said C. R. shall not from henceforth have any benefit, privilege or advantage thereby, but be therefore and therefrom utterly debarred and excluded for ever by these presents. In witness &c.

A Bargain and Sale of Trees.

THis Indenture made &c. between A. B. of &c. and T. H. of &c. of the one part, and G. F. of &c. of the other part, witnesseth, that the said A. B. and T. H. for and in consideration of &c. to them in hand paid, before the sealing and delivery of these presents, the receit thereof, &c. have bargained and sold unto the said T. F. one hundred trees of Oak, to be taken and chosen by the said T. F. his executors or assigns, within, amongst, and out of the wood and Trees, standing and growing within the Park of S. in the Countie of &c. or in or upon the bankes or bounds of the said Park (all such Trees as now are already felled or marked) alwaies excepted out to

this preſent bargain and ſale: And the ſaid A.B. and T.H. do, &c. to and with &c. that it ſhall and may be lawful to and for the ſaid T. F. his executors and aſſigns, at ſeaſonable times in the year, at his and their free liberty, wills and pleaſures, before the Feaſt of &c. to ſell, cut down, take and carry away the ſaid Trees, before by theſe preſents bargained and ſold, and every of them, ſo that the ſaid G. F. his executors and aſſigns, at his and their, or any of their proper coſts and charges, do from time to time make up and repair all ſuch breaches and hurts as he or they ſhall commit or do, or cauſe to be committed or done, in any of the hedges, pales, or ditches, of or belonging to the ſaid Park, or any the grounds thereunto belonging or adjoining, for or by reaſon of the felling, cutting down, carting or carrying away of the ſaid trees, or any of them; and ſo that all the ſaid trees, and every of them, before bargained and ſold, be carried and rid off, from and out of the ſaid Park and bounds thereof, before the ſaid Feaſt, of &c. And the ſaid A.B. and T.H. all the ſaid Trees, before bargained and ſold to the ſaid T. F. in manner and form as aforeſaid, againſt all men, at all times, ſhall warrant and for ever defend. And it is further agreed and declared between the ſaid parties, that all ſuch and ſo many of the ſaid Trees before mentioned, bargained and ſold, as ſhall remain, and not be carried away out of the ſaid Park and bounds thereof, before the ſaid Term of &c. ſhall from thenceforth remain and be to the only uſe of the ſaid A.B. and T.H. their executors and aſſigns, any thing before mentioned to the contrary, in any wiſe notwithſtanding. In witneſs &c.

An Indenture of Leaſe of a houſe and Lands in the Country.

THis Indenture made the &c. between A. B. of &c. of the one party, and C. D. of &c. of the other party, Witneſſeth, that the ſaid A. B. for and in conſideration of the rents and covenants hereafter in and by theſe preſents reſerved and contained, which on the part and behalf of the ſaid C. D. are and ought to be paid, done, performed, fulfilled and kept, Hath demiſed, granted, betaken and to farm-letten, and by theſe preſents doth demiſe, grant, betake and to farm-let unto the ſaid C. D. all that Meſſuage or Tenement, &c. and alſo all that Cloſe of meadow-ground, called &c. and all that &c. Which ſaid premiſſes now are in the tenure or occupation of the ſaid C. D. or his aſſignes, ſituate, lying and being in the ſaid pariſh of &c. Except and alwayes reſerved out of this preſent Demiſe and Grant, all trees, woods and underwoods, now ſtanding, growing or being, or which hereafter ſhall ſtand, grow or be in or upon the ſame premiſſes; and free liberty of ingreſſe, egreſſe, regreſſe, way and paſſage to and for the ſaid A. B. his heirs and aſſignes, and his and their workmen and ſervants, at any ſeaſonable time or times in the year, to come in and upon the demiſed premiſſes, and every or any part thereof, to fell, cut down, lop and top the ſame trees, and every or any of them: And the ſame trees, lops and tops, with carts and carriages to take, load, bear and drive away, at his and their wills and pleaſures. To have and to hold the ſaid Meſſuage or Tenement, Cloſe of Meadow, and &c. and all and ſingular other the before mentioned premiſſes to be demiſed, with the appurtenances (except before ex[illegible]ed) unto the ſaid C. D. his &c. from

the Feaſt of Saint *Michael* the Archangel laſt paſt, before the date of theſe preſents, for and during, and unto the full end and term of twenty and one years from thence next enſuing, fully to be compleat and ended: Yielding and paying therefore yearly and every year, during the ſaid term of one and twenty years, to the ſaid A. B. his &c. at or in &c, the yearly rent or ſum of &c. at two of the moſt uſuall Feaſts or Terms of payment in the year; that is to ſay, the Feaſt of &c. by even and equal portions. And the ſaid C. D. for himſelf, his &c. that he the ſaid C. D. his &c. or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid A. B. his &c. at or in &c. the ſaid yearly rent of &c. during the ſaid Term of &c. on the Feaſts aforeſaid, or within fifteen dayes next enſuing either of the ſaid Feaſts, by even and equal portions, in manner and form aforeſaid; And that he the ſaid C. D. his &c. or ſome of them, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter, when and as often as need ſhall require, during the continuance of this preſent demiſe, well and ſufficiently repair, ſupport, maintain, uphold, hedge, ditch, ſcour, fence, amend and keep the ſaid capital Meſſuage or Tenement, and all and ſingular the before mentioned to be demiſed premiſſes, and every part and parcel thereof, in, by and with all and all manner of needfull and neceſſary reparations, paling, hedging, ditching, fencing and amendment whatſoever (principall timber onely excepted:) And the ſaid Meſſuage or Tenement, and all and ſingular other the before mentioned to be demiſed premiſſes, with the appurtenances, being ſo well and ſufficiently repaired, ſupported, maintained, upholden, ditched, hedged, fenced, amended and kept together; with ſuch houſhold-ſtuff, and implements of houſhold, as [illegible] mentioned

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in a Schedule hereunto annexed, in as good caſe and plight, as the ſame now are (reaſonably wearing only excepted) in the end of the ſaid term of one and twenty years, or other ſooner determination of this preſent Leaſe, ſhall and will peacably and quietly leave, ſurrender and yield up the ſame unto the ſaid A. B. &c. And alſo that it ſhall and may be lawfull to and for the ſaid A. B. his &c. with workmen and others, in his or their company, or without, twice in every year yearly, during the ſaid term, or oftner, to come into and upon the before demiſed premiſſes, and every or any part thereof, there to view, ſearch and ſee the eſtate and condition of the reparations of the ſame. And upon every ſuch view and ſearch, to give or leave notice in writing, at the ſaid demiſed Meſſuage, to or for the ſaid C. D. his &c of all deſaults and lacks of reparations, then and there found, to repair and amend the ſame, within ſix moneths, after ſuch view made, and notice given, as aforeſaid. Within which time and ſpace of ſix moneths he the ſaid C. D. &c. doth covenant, promiſe and grant to and with the ſaid A. B. his heirs and aſſignes, by theſe preſents, well and ſufficiently to repair and amend the ſame. And further the ſaid C. D. for himſelf, his &c. that he the ſaid C. D. his &c. ſhall and will, from time to time, and at all times during the continuance of this preſent demiſe, pay, bear, diſcharge and disburſe all ſuch Tythes, Church duties, taxes, ſubſidies, and other payments whatſoever, wherewith the ſame premiſſes, and every or any part thereof, ſhall or may be charged, or lyable to pay, during the ſaid Term (except the quit-rent due for the ſaid Meſſuage to the Lord of the Mannor of Harrow) and thereof ſhall and will acquit and diſcharge the ſaid A. B. his &c. and alſo the ſaid demiſed Meſſuage and premiſſes, and every part and parcel thereof. And

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alſo that he the ſaid C. D. his &c. ſhall and will well and truly pay, or cauſe to be paid unto the ſaid A. B. his &c. the full ſum of 10 l. of &c. over and above the ſaid yearly rent of &c. for every or any acre or acres of Land, that ſhall be at any time or times hereafter, during the continuance of this preſent Demiſe, ploughed, digged, broken up or eared in the ſaid Cloſes, called &c. or any of them, or in any other of the ſaid Cloſes not heretofore digged, ploughed or broken up, and ſo proportionable, according to the rate of ten pounds every acre of Land; and according to that rate, for every acre or part or parcel of an acre of Land, for every time, every or any acre or acres, part or parcell of acre or acres, ſhall be ſo ploughed, digged, or broken up and eared in any of the ſaid Cloſes, the ſame to be paid unto the ſaid C. D. his &c. at ſuch dayes and times as the yearly rent hereby is reſerved and appointed to be paid, according to the true intent and meaning of theſe preſents. And further, that neither the ſaid C. D. his Executors, Adminiſtrators or Aſſignes, ſhall or will at any time or times during the continuance of this preſent Demiſe, fell, cut down, lop or top any of the timber trees, or any other trees, now ſtanding, growing or being, or which hereafter ſhall ſtand, grow, or be in or upon the ſaid demiſed premiſſes, or any part thereof, without the good will and licence of the ſaid A. B. his &c. in that behalf firſt had and obtained in writing under his or their hands and ſeales; nor ſhall demiſe, grant, let, ſet, ſell, aſſign or ſet over the ſaid demiſed Meſſuages, and other the premiſſes, or any part thereof, or his or their eſtate or term of years, or any part thereof, of, in or to the ſame premiſſes, during the term by theſe preſents granted, to any perſon or perſons whatſoever, except it be by and with the conſent and agreement of the ſaid A. B.

his

his &c. in that behalf firſt had and obtained in writing under his or their hands and ſeals. Provided alwaies, and it is covenanted, granted, concluded and fully agreed upon by and between the ſaid parties to theſe preſents, that if the ſaid A. B. his &c. or any of them, ſhall at any time or times hereafter, during the ſaid term of 21 years, be minded & deſirous to have again, reſume & take the ſaid Meſſuage or Tenement, and all and ſingular other the before demiſed premiſſes, with the appurtenances, into his or their hands and poſſeſſion, before the expiration of this preſent Leaſe, And of ſuch his or their deſire, to give notice in writing unto the ſaid C. D. his &c at any of the daies or times of payment, wherein or whereat the ſaid yearly rent hereby reſerved, is appointed to be paid: That then the ſaid yearly rent ſhall determine at the end of one whole year next after ſuch notice given, to have again the ſaid Meſſuage and all other the before demiſed premiſſes: And that then alſo, at the next Feaſt or time of payment, which ſhall be one whole year next enſuing ſuch notice or warning given, as aforeſaid, and from thenceforth, this preſent Indenture of Leaſe, and every covenant, article and agreement herein contained, ſhall ceaſe, determine, and be utterly void, and of none effect, as if theſe preſents had never been had or made; And that then and from thenceforth, and at any time or times then afterwards, it ſhall and may be lawful to and for the ſaid A. B. his &c. into all and ſingular the before demiſed premiſſes, and every part thereof, wholly to re enter, and the ſame to have again, repoſſeſs and enjoy as in his or their firſt and former eſtate, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid A. B. doth for himſelf, his &c. covenant, promiſe and grant to and with the ſaid C. D. his &c. and every of the

them by these presents, that if the said C. D. his &c. or any of them, shall at any time or times hereafter during the time and term by these presents granted, desire to depart from the said Messuage or Tenement, and premisses hereby demised, and to surrender and yield up the same premisses unto the said A. B. his &c. and of such his or their desire do give warning in writing under his or their hands to the said A. B. his &c. at the house of the said A. B. at any of the Feasts or daies of payment aforesaid, one whole year before he or they shall depart from the premisses, and do and shall accordingly surrender and yield up the said premisses unto the said A. B. his &c. well and sufficiently repaired, hedged, ditched, amended, paled and fenced, as the same ought to be, together with the said implements of houshold, according to the true meaning of these presents, that then upon such warning given and surrendred, or other assurance made of the premisses as aforesaid, he the said A. B. his &c. shall and will accept the same, and take into their hands and possession the said Capital Messuage or Tenement, and all other premisses with their appurtenances, according to the true intent and meaning of these presents. Provided also, if it shall happen the said yearly rent, or sum of &c. or any part thereof, to be behind and unpaid, in part or in all, by the space of ten daies, next over or after any of the Feasts or daies of payment aforesaid, wherein the same ought to be paid as aforesaid, being lawfully demanded, or if the said C. D. his &c. do not well and truely observe, perform, fulfil, pay and keep, all and every the Covenants, Articles, payments and agreements in these presents contained, which on his and their parts are, and ought to be observed, performed, paid, done, fulfilled and kept, that then in any of the said cases, and from thenceforth at any time after, it shall and

may

may be lawful to and for the ſaid A. B. his &c. into the ſaid capital meſſuage or Tenement, and all and ſingular other the premiſſes, with the appurtenances and every part thereof, wholly to re-enter, and the ſame to have again, retain, repoſſeſs and re-enjoy as in his and their firſt and former eſtate; and the ſaid C. D. his &c. thereout, and from thence utterly to expell, put and amove, this Indenture, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding. And laſtly, the ſaid A. B. for himſelf, his &c. that he the ſaid C. D. his &c. and every of them, paying the ſaid yearly rent or &c. and paying, doing and performing the covenants, paiments, proviſoes and agreements, in theſe preſents mentioned, which on his or their parts are or ought to be paid, done, performed and kept, according to the true intent and meaning of theſe preſents, ſhall or may lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all other the premiſſes before by theſe preſents demiſed (except before excepted) for and during all the ſaid term of 21 years before granted, without any lawful let, ſute, trouble, denial, eviction, interruption or diſturbance of the ſaid A. B. his heirs, executors, adminiſtrators or aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming by, from, or under him, them, or any of them. In witneſs &c.

An abſolute bargain and Sale of a Houſe and Land.

THis Indenture made the &c. between A. B. of &c. of the one part, and C. D. of &c. of the other part, Witneſſeth, that the ſaid A. B. for and in conſideration of the ſum of &c. to him in hand, at and before

before the ſealing and delivery of theſe preſents, by the ſaid C. D. well and truly paid, the receipt whereof he the ſaid A. B. doth hereby acknowledge, and himſelf therewith fully ſatisfyed and paid, and thereof, and of every part and parcell thereof, doth clearly acquit, exonerate and diſcharge the ſaid C. D. his heirs, executors and adminiſtrators for ever, by theſe preſents hath given, granted, aliened, bargained, ſold, enfeoffed and confirmed, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, alien, enfeoff, and confirm unto the ſaid C. D. his heirs, and aſſigns for ever, all that the &c. with all and ſingular its rights, members, juriſdictions and appurtenances, together with all Houſes, Edifices, Buildings, Barns, Staples, Orchards, Gardens, Yards, Backſides, Eaſements, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-woods, Ways, Eaſements, Profits, Commodities, Common of Paſture, hereditaments and appurtenances whatſoever, to the ſaid Meſſuage or Tenement and premiſſes, or to any part or parcel of them belonging, or in any wiſe appertaining; all which ſaid Meſſuage, Lands, Tenements, Feedings, Paſtures, Cloſes and Hereditaments with their and every of their rights, members and appurtenances whatſoever, before, in and by theſe preſents mentioned or intended to be granted, are ſituate, lying and being within the Townſhip of H aforeſaid, in the County of &c. and now or late in the tenure or occupation of the ſaid A.B. or of his aſſignee or aſſignees, and the reverſion and reverſions, remainder and remainders, of all and ſingular the before mentioned premiſſes, and all rent and rents, reſerved upon any grant or grants, demiſe or demiſes, made of the premiſſes, or of any part or parcel of them? And alſo all the eſtate, right, title, intereſt, uſe, poſſeſſion, property, claim and demand whatſoever

ſoever of him the ſaid A. B. of, in or to the ſame; and all deeds, writings, evidences, charters, tranſcripts of Fines, Court-Rolls, eſcripts and minuments whatſoever, touching or concerning the premiſſes, or any part or parcel of them, To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes hereby granted, bargained and ſold, or mentioned to be herein, or hereby granted, bargained and ſold, with their, and every of their rights, members and appurtenances whatſoever, unto the ſaid G. D. his heirs and aſſigns, to the onely proper uſe and behoof of the ſaid C. D. his heirs and aſſigns for ever. And the ſaid A. B. for himſelf and his heirs &c. the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes before granted, bargained and ſold, with the appurtenances, unto the ſaid C. D. and his heirs, to the only proper uſe and behoof of the ſaid C. D. his heirs and aſſignes for ever, againſt him the ſaid A. B. his heirs and aſſignes, and all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him, them or any of them, ſhall and will warrant, and for ever defend by theſe preſents: And the ſaid A. B. for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid C. D. his heirs and aſſignes, and every of them, by theſe preſents, in manner and form following, that is to ſay, That he the ſaid A. B. at the time of the enſealing and delivery of theſe preſents, is, and until a good, pure, perfect, and abſolute eſtate of Inheritance, of all and ſingular the before granted premiſſes, and every part thereof ſhall be fully veſted, ſettled and executed, in and upon the ſaid C. D. and his heires, according to the true meaning of theſe preſents, ſhall remain, continue, and be ſeized of, and in the ſaid Meſſuage or Tenement, and all and

ſingular

singular other the premisses, in and by these presents granted, bargained and sold, with all and every their rights, members and appurtenances, of a good, pure, perfect, and absolute estate of inheritance, in Fee-simple, without any condition, reversion, remainder or limitation of any use or uses, estate or estates, in or to any person or persons whatsoever, to alter, change, defeat, determine or make void the same. And that the said A. B. at the time of the ensealing and delivery of these presents, hath full power, good right, and lawfull authority, to grant, bargain, sell, and convey all and singular the before hereby granted or mentioned to be granted premisses, with their and every of their appurtenances, unto the said C. D. his heirs and assignes, in manner and form aforesaid. And that he the said C. D. his heires and assignes, and every of them, shall or may by force and vertue of these presents, from time to time, and at all times for ever hereafter, lawfully, peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Messuage or Tenement, and all and singular the before granted premisses, with their and every of their rights, members and appurtenances, and have, receive and take the rents, issues and profits thereof, to his and their own proper use and behoof for ever, without any lawfull let, sute, trouble, denial, interruption, eviction or disturbance of the said A. B. his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming by, from or under him, them, or any of them, or by his or their meanes, act, consent, title, interest, privity or procurement; And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, from time to time well and sufficiently saved and kept harmlesse, by the said A. B. his heirs, executors or administrators, of and from all and all manner

manner of former and other gifts, grants, bargaines, ſales, leaſes, morgages, jointures, dowers, title of dower, Statute Merchant and of the ſtaple recognizances, extents, judgements, executions, uſes, entailes, rents and arrearages of rents, forfeitures, fines, iſſues and amerciaments, and of and from all and ſingular other titles, troubles, charges, demands and incumbrances whatſoever, had, made, committed, ſuffered, omitted or done by the ſaid A. B. his heirs or aſſignes, or by any other perſon or perſons whatſoever, lawfully claiming, by, from or under him, them or any of them, or by, from or or under his or their means, act, conſent, title, intereſt, privity, or procurement (the rents and ſervices which from henceforth from time to time, for or in reſpect of the premiſſes, ſhall grow due and payable to the chief Lord or Lords of the fee or fees of the premiſſes only excepted and foreprized.) And further the ſaid A. B. for himſelf, his heirs, executors and adminiſtrators, doth &c. that he the ſaid A. B. his heirs and aſſignes, and all and every other perſon and perſons, and their heirs, lawfully having or claiming, or rightfully pretending to have, or which hereafter ſhall or may lawfully have, or claim, or rightfully pretend to have any eſtate, right, title, intereſt or demand into, or out of the premiſſes, or any part or parcel of them, by, from or under the ſaid A. B. his heires or aſſignes, ſhall and will from time to time, and at all times, for and during the ſpace of ſeven years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid C. D. his heirs or aſſignes, make do, perform, acknowledge, leavy, execute and ſuffer, or cauſe to be made, done, perſormed, knowledged, levied, executed and ſuffered, all and every ſuch further, lawful, and reaſonable act and acts, thing

and things, device and devices, aſſurance and aſſurances, and conveyances in the Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making and conveying of all and ſingular the before hereby granted, or mentioned to be granted premiſſes, with their and every of their rights, members, and appurtenances, unto the ſaid C. D. his &c. be it by fine or fines, feoffement or feoffements, deed or deeds, enrolled or not enrolled, the enrolment of theſe preſents, recovery or recoveries, with ſingle or double Voucher or Vouchers, releaſe or confirmation, or by all and every or any the wayes or means aforeſaid, or by any other wayes or means whatſoever, as by the ſaid C. D. his &c. or by his or their Councel learned in the Laws ſhall be reaſonably deviſed, adviſed or required, ſo as the ſaid A. B. his &c. or ſuch other perſon or perſons who ſhall be required to make ſuch further aſſurance, be not compelled or compellable to travel further than the Cities of *London* and *Weſtminiſter*, or either of them, in or about the making thereof. And laſtly, it is covenanted, granted, concluded, condeſcended unto, and fully agreed upon by and between the ſaid parties to theſe preſents, for them, their heirs and aſſigns, by theſe preſents, that all fines, feoffements, recoveries and aſſurances in the Law whatſoever, had, made, levied, knowledged, ſuffered or done, or hereafter to be had, made, knowledged, ſuffered, leavied or done, by or between the ſaid parties to theſe preſents, or any of them, of, for, touching or concerning the ſaid Meſſuage or Tenement, and all and ſingular other the before hereby granted premiſſes, with their rights, members and appurtenances, and every or any part thereof, ſhall be and inure, and ſhall be conſtrued, eſteemed, adjudged, and taken to be and inure, to the only proper uſe and behoof of the ſaid C. D. his

&c.

&c. for ever, and to none other uſe, intent or purpoſe whatſoever. In witneſſe &c.

A Conveyance of a Mannor and Lands, in conſideration of a Marriage &c.

THis Indenture made &c. between I. M. of &c. of the one part, and E. F. of &c. and G. M. of &c. of the other part, Witneſſeth; that for the preferment and advancement of P. M. natural ſonne of him the ſaid I. M. and of the heirs males of the ſaid P. M. and for and in conſideration of the great fatherly love and naturall affection, which he the ſaid I. M. beareth to the ſaid P. M. his ſonne, and to the intent and purpoſe that the Mannor, Lands and Tenements hereafter mentioned, ſhall and may be and continue in the ſtock, blood and kindred of the ſaid I. M. and for and in conſideration of a Marriage by Gods permiſſion ſhortly to be had and ſolemnized, between the ſaid P. M. and one F. daughter of E. T. of &c. and for divers other good cauſes and conſiderations, him the ſaid I. M. eſpecially moving, it is concluded, covenanted, granted and agreed, by & between the ſaid parties to theſe preſents: And the ſaid I. M. on his part, for himſelf, his heirs, executors and adminiſtrators, doth by theſe preſents covenant and grant, to and with the ſaid E. F. and G. M. and either of them, and the executors and adminiſtrators of them and either of them, that for the conſiderations aforeſaid, he the ſaid I. M. and his heirs, and all and every other perſon and perſons now ſtanding or being ſeized, or that hereafter ſhall ſtand and be ſeized of and in all that the Mannor of S. in the County of B. with all and ſingular the rights, members and appurtenances thereof, and of and in all & ſingular Meſſuages, Tenements, Houſes, Buil-

ings, Orchards, Lands, Meadows, Leasowes, Pastures, Feedings, Commons, Mills, Woods, Underwoods, Advowsons, Reversions, Rents, Services, Wafes, Estraies, Royalties, Liberties, Privileges, Jurisdictions, Hereditaments, and all other the rights, members, and appurtenances whatsoever, to the said Mannor and Lands incident, belonging or in any wise appertaining, or accepted, reputed, taken or known, or occupied, demised or letten, as part, parcel or member thereof, shall from thenceforth stand and be seized of and in the same Mannor, Lands, Tenements, Hereditaments, and all other the premisses, and of and in every part and parcel thereof, with the appurtenances, to the uses, intents & purposes hereafter in these presents mentioned and expressed, and to none other use, intent or purpose whatsoever: That is to say, unto and for the use of the said I. M. until the said marriage shall be had and solemnized between the said P. M. and F. and immediately from and after the said marriage so had, to the use of the said P M. and F. and of the heirs males of the said P. M. on the body of the said F. lawfully begotten: and for default of such heirs males, to the use of the right heirs of the said I. M. for ever. And further, the said I. M. doth by these presents covenant and grant for him, his heirs, executors, administrators and assignes, and every of them, to and with the said E. F. and C. M. and either of them, their heirs, executors, administrators and assignes, in manner and form following: That is to say, That the said Mannor, Lands, Tenements and Hereditaments, and all other the premisses, with their appurtenances, now are and be, and at all times hereafter, and from time to time, shall and may continue, remain and be clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless, by the

the ſaid I. M. his heirs, executors, &c. or by ſome or one of them, at his and their own proper coſts and charges, of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, jointures, dowers, titles of dower, uſes, wills, entails, rents, charge-rents, ſeck-arrearages of rents, titles, recognizances, ſtatutes merchant and of the ſtaple, and of and from all other charges, incumbrances and demands whatſoever had, made, committed or done by the ſaid I. M. or by his heirs or aſſigns, or by any other perſon or perſons, or by his or their aſſent, conſent, means, privity or procurement: The rents and ſervices which from henceforth ſhall grow due to the chief Lord or Lords of the Fee or Fees of the premiſſes, and all lawful leaſes or grants, heretofore made or granted of the premiſſes, or of any part thereof, which ſhall not continue above four years, or thereabouts, next after the date hereof, whereupon ſeveral yearly rents are reſerved, amounting in the whole to &c. which ſhall be yearly payable to the ſaid P. M. and F. and the heirs males of the ſaid P. M. for and during the continuance of the ſaid Leaſes, and Grants, onely excepted and fore-prized: And that the ſaid Mannor or other the premiſſes, at the end and determination of the ſaid Leaſes and Grants, ſhal remain, and from thenceforth ſhall and may continue and be unto the ſaid P. M. and F. and the heirs males of the ſaid P. M. of the clear yearly value of &c. or thereabouts. And moreover, that he the ſaid I. M. his heirs &c. ſhall and will at all times, and from time to time, during the ſpace of one whole year next after the marriage had and ſolemnized, when and as often as he or they, or any of them, ſhall be thereupon reaſonably required by the ſaid E. F. and G. H or either of them, their heirs or aſſigns, or any of them, do, make, knowledge, levy and execute, or cauſe and

ſuffer to be made, done, knowledged, levied and executed, all and every ſuch further act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, be it by Deed or Deeds, inrolled or not inrolled, fine, with proclamation, feoffment, recovery, with voucher and vouchers, releaſe or confirmation with warranty, againſt the ſaid I. M. and his heirs, or otherwiſe, or without warranty, or by all or ſo many of the waies, means and deviſes aforeſaid, or by any other waies or means whatſoever, as by the ſaid E. F. and G. H. or either of them, their heirs or aſſigns, or by their or any of their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed and required, at the coſts and charges only in the Law of the ſaid P. M. for the further, better and more perfect aſſurance, ſurety, ſure-making and conveying of the ſaid Mannors, Lands, Tenements, and Hereditaments, and all and ſingular other the premiſſes, with the appurtenances, in and by theſe preſents mentioned and intended to be conveyed and aſſured, in manner and form above in theſe preſents declared, and every part and parcel thereof, unto the ſaid E. F. and G. H. to the uſes, intents and purpoſes above in theſe preſents mentioned, and to none other uſes, intents or purpoſes whatſoever. In witneſs, &c.

An Aſſurance of a Jointure made before Marriage, with ſpecial covenants concerning children by a former Husband.

THis Indenture made &c. between R. L. of &c. of the one part; and A. B. and I. G. of &c. of the other part, Witneſſeth, that in conſideration of a Marriage ſhortly to be had and ſolemnized between the ſaid R. L. and A. H. late Wife of &c. deceaſed; for the future good and advancement of the ſaid A. H. and

and in teſtimony of the ſingular good will and affection which he the ſaid R.L. hath and beareth to the ſaid A.H. and for divers other good & weighty conſiderations him the ſaid R.L. thereunto eſpecially moving, it is covenanted, granted, concluded & fully agreed upon by and between the ſaid parties to theſe preſents, in manner and form following; that is to ſay, And the ſaid R. L. for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid A. B. and I. G. and either of them, and the executors, &c. of them and either of them, by theſe preſents, that he the ſaid R. L. his heirs and aſſignes, ſhall and will, from and after the Feaſt of Saint *Bartholmew* the Apoſtle, and from and after the ſaid Marriage ſo had and ſolemnized, ſtand and be ſeized of and in all that the Site or Seat of the Rectory or Parſonage of Eaſt-Church, and of and in all Houſes and Buildings thereupon built, ſtanding or being; And of and in one Field or Cloſe of Paſture, with the appurtenances thereunto adjoining, containing together with the ſaid Site of the ſaid Rectory, by eſtimation 40 acres, be it more or leſſe; And of and in a parcel of ground called Herleys Spring, containing by eſtimation one acre &c. And of and in one Meadow containing by eſtimation 40 acres, be it more or leſſe; And of and in one piece of ground called *Reeds* Meadow, containing by eſtimation 29 acres, be it more or leſſe; And of and in one field called Frogs field, containing by eſtimation 52 acres, be it be more or leſſe; And of and in one parcel of Land called Parſonage Hill field, containing by eſtimation 37 acres, be it more or leſſe; And of and in all thoſe Lands, Cloſes, Meadows, Feedings and Paſtures, called or known by the name or names of Stone-pit and Stone-pike, containing in the whole by eſtimation 4co acres, be they

more or leſſe: And of and in one other piece of land called *Berconfield*, containing by eſtimation 29 acres, be it more or leſſe, and of and in one Cottage with one Rood of land thereunto belonging, or occupied with the ſame, in which Cottage or Houſe, one R. D. did lately dwel; All which premiſſes are ſituate, lying and being in E. aforeſaid, and now are in the occupation of &c. and of and in all other the lands, Tenements, rents, reverſions, Services and Hereditaments of the ſaid R.L. in the ſaid pariſh of E. in the ſaid County of K. to the only uſe and behoof of the ſaid R. L. and the ſaid A. and of the heirs and aſſigns of the ſaid R. L. for ever, for the jointure of the ſaid A. if the ſaid A. ſhall happen to ſurvive and over-live the ſaid R. L. And the ſaid R. L. doth covenant and grant, for himſelf, his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, to and with the ſaid A. B. and I G. and either of them, and the heirs, executors and adminiſtrators of them and either of them, in manner and form following, That is to ſay, That he the ſaid R.L. his heirs, executors, adminiſtrators or aſſigns, ſhall and will at all time and times hereafter, and from time to time, ſufficiently ſave, keep harmleſſe and indempnifyed the ſaid Site, lands, Tenements and Hereditaments, and all other the premiſſes, and every part and parcel therof, of and from all former and other bargains, ſales, gifts, grants, leaſes, ſtatutes Merchant and of the ſtaple Recognizances, &c. & of and from all other charges, troubles, & incumbrances whatſoever, had, made, committed or done by the ſaid R.L or by any other perſon or perſons whatſoever, by his means, title, conſent or procurement (the rents and ſervices from thenceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premiſſes, only excepted and fore-prized) And that the ſaid Site, lands, tenements and other

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the premiſſes, now be of the clear yearly value of 200l. over and above all charges and re-prizes. And further that he the ſaid R. L. and all and every other perſon and perſons, and his or their heirs, lawfully having, claiming, or rightfully pretending to have any eſtate, right, title or intereſt, of, in or to the ſaid Site, lands, Tenements, and all other the premiſſes, or any part or parcel thereof, by or from the ſaid R. L. ſhall and will from time to time, and at all times hereafter, during the ſpace of two years, next enſuing the date hereof, further do, make, knowledge and execute all and every ſuch other reaſonable act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, as by the ſaid A. B. and I. G. or either of them, or the executors or aſſigns of either of them, or their or any of their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed, and at the coſts and charges of the ſaid R. L. his heirs, executors, or adminiſtrators, for the better and more perfect aſſuring and making ſure of all and ſingular the premiſſes to the ſaid A. for term of her life only, in form aforeſaid; ſo that there be not any other or further warranty therein comprized, than onely againſt the ſaid R. L. and his heirs. And further, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents, and the ſaid R. L doth covenant, &c. to and with &c. that all feoffments, fines, conveyances & aſſurances to be had, made, knowledged, done, ſuffered or executed by the ſaid R. L. during the life of the ſaid A. H. ſhall be to the uſes, intents and purpoſes aforeſaid, and to none other &c. And further, that ſhe the ſaid A. from and after the deceaſe of the ſaid R. L. during her natural life, ſhall or may have, hold and quietly enjoy the ſaid Lands, tenements, rents, reverſions, ſervices, and all other the premiſſes, without any lawful let,

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ſute, trouble, eviction, interruption or diſturbance of the heirs or aſſigns of the ſaid R. L. or of any other perſon or perſons whatſoever, lawfully claiming by, from or under the ſaid R. L. his &c. And further it is covenanted &c. by and between the &c. and the ſaid R. L. doth covenant, &c. in manner &c. that he the ſaid R. L. his heirs, executors or adminiſtrators, ſhall not at any time or times hereafter, entermedle with, have, receive or take the portion or portions, legacy or legacies, ſum or ſums of money, pertaining or belonging, given or bequeathed, due or to be due to W. H. T. H. and I. H. the children of the ſaid A. or any of them, or with the increaſe or profits thereof, or by reaſon of the ſame ariſing, comming or growing, or that ſhall hereafter ariſe, come or grow of the ſame, or any part or parcel of the ſame increaſe, other than ſuch parcel thereof, as by covenant hereafter in theſe preſents expreſſed, is yearly to be paid unto the ſaid R. L. or his aſſigns, for and toward the charges of bringing up the ſaid children, but ſhall permit and ſuffer the ſaid I. G. to have the ordering and diſpoſing of the ſaid encreaſe and profits coming of the portions aforeſaid, for the benefit of the ſaid children, by the appointment of the ſaid A. and that he the ſaid R. L. ſhall upon reaſonable requeſt, deliver or cauſe to be delivered to the ſaid I. G. all ſuch Bonds and Obligations, wherein any perſon or perſons, are or ſtand bound unto the ſaid A. for, touching and concerning the portions of the ſaid children, or otherwiſe, as ſhall come to the hands and poſſeſſion of the ſaid R. L. and make, ſeal and deliver to the ſaid I. G. ſuch letter or letters of Atturney, for the recovery of the ſums of money contained in the ſame Bonds and Obligations, or any of them, as by the Conncel learned of the ſaid I. G. ſhall be thought meet and convenient, and by the ſaid I. G. required,

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for and to the uſe of the ſaid Children; And that he the ſaid R. L. ſhall not releaſe or diſcharge the ſaid Bonds or Obligations, or any of them, without the conſent and agreement of the ſaid I. G. nor revoke or countermand the ſaid letter of Attorney: And that the ſaid R. L. ſhall permit and ſuffer the ſaid A. and give his aſſent that ſhe ſhall make a Will, and by the ſame to give and bequeath at her liberty and pleaſure the ſum of 500l. and ſhall not countermand or revoke the ſame. And that if it ſhall happen the ſaid A. to dy, leaving the ſaid R. L. that he the ſaid R. L. his executors, adminiſtrators or aſſigns, ſhall well and truly content &c. or cauſe &c. the ſaid Legacies, or ſo much of them as ſhall not exceed the ſaid ſum of 500l. within one year next after the deceaſe of the ſaid A. at the Manſion-houſe of the ſaid R. L. in T. aforeſaid; And further it is covenanted, granted &c. between the &c. and the ſaid I. G. for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant and grant, to and with the ſaid R. L. his executors and adminiſtrators, in manner and form following; that is to ſay, that he the ſaid I. G. or his aſſigns, ſhall yearly, from and after the ſaid Marriage ſo had and ſolemnized as aforeſaid, and during ſo long time as the ſaid Children or any of them ſhall be at the finding and providing for of the ſaid R. L. well and truly content &c. or cauſe &c. to the ſaid R. L. or his aſſigns, for every of the ſaid children ſo being &c. the yearly ſum of &c. at the feaſt of &c. by even and equal portions out of the encreaſe and profits of their reſpective portions as aforeſaid: And that he the ſaid I. G. ſhall imploy & beſtow the reſidue of the increaſe and profits, wich ſhall come or grow of the ſaid portions or ſtocks from time to time, in ſuch ſort and manner as the ſaid A. ſhall appoint, for the further benefit and commodity of the ſaid chil-

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dren; and that he the ſaid I. G. ſhall from time to time when he ſhall be thereunto required by the ſaid A. yield and make unto the ſaid A. a juſt, true and perfect accompt of the ſaid encreaſe or profits, coming or ariſing of the portions aforeſaid. In witneſs &c.

A Condition where one buyeth Lands, the ſeller is bound that the Land is free from incumbrances.

THe Condition &c. that whereas the within bounden A. B. hath bargained and ſold unto the within named C, D. and his heirs for ever, all that his Meſſuage or dwelling-houſe, lands, feedings, meadows, paſtures, rents, profits and other hereditaments whatſoever thereunto belonging, with their appurtenances, ſet, lying and being in the Town and field of, &c. in the County of &c. If therefore the ſaid Meſſuage or dwelling-houſe, lands and all other the premiſſes, and every part and parcel thereof, at the day of the date within written, be clearly diſcharged of and from all and all manner of former and other gifts, grants, leaſes, bargains, ſales, jointures, dowers, rights and titles of dower, rents, arrearages of rents, ſtatutes merchant and of the Staple, feoffments, annuities &c. and of and from all other titles, charges, and incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by the ſaid A. B. his heirs or aſſigns, or by any other perſon or perſons, by his, their, or any of their means, act, title, conſent, aſſent, or procurement (the rents and ſervices which from the day of the date within written ſhal grow due to be paid and performed to the chief Lord or Lords of the Fee or Fees of the premiſſes only excepted) That then &c. or elſe &c.

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A Counter-condition to ſave harmleſſe from two ſeveral Obligations.

THe Condition &c. that whereas the above named W. H. at the ſpecial inſtance and requeſt, and for the proper debt of the above bound W. C. together with the ſaid W. and G. P. of &c. by one obligation of the date above written, is and ſtandeth bound to R. W. of &c. in the ſum and penalty of, of lawfull &c. with condition endorſed, for the true payment of &c. of like money, at or in the &c. on the &c. next coming after the date of the ſaid Obligation, as by the ſame Obligation and Condition thereof more at large appeareth. And whereas alſo the ſaid W. H. at the like inſtance & requeſt, and for the onely debt of the ſaid W. C. together with the ſaid W. and the ſaid I. P. by one other Obligation bearing date the &c. is and ſtandeth bound to R. K. of &c. in the ſum and penalty of &c. with Condition for the true payment of &c. of like money, at or in the &c. on the &c. next coming after the date of the ſaid laſt mentioned Obligation, as by the ſame laſt recited Obligation and Condition more at large alſo appeareth. If therefore the ſaid W. C. his executors, adminiſtrators or aſſignes, or any of them, do and ſhall truly pay or cauſe to be paid to the ſaid R. W. his executors, adminiſtrators or aſſignes, the ſaid ſum of &c. and to the ſaid R. K. his executors, adminiſtrators or aſſignes, the ſaid ſum of &c. on the ſeverall dayes and at the ſeveral places above mentioned, according to the conditions of the ſaid recited obligations, and for the diſcharge and making void of the ſame obligations without fraud or delay, That then this &c. or elſe &c.

Another Counter-condition.

THe Condition of this Obligation is ſuch, that whereas the above named G. S. at the requeſt, and for the debt of the above bound R. G. together with the ſaid R. by one Obligation of the date above written, is and ſtandeth bound to W. G. of &c. in the ſum and penalty of 26 pounds of lawful &c. with Condition thereunder written, for the true payment of 13 pounds 6 ſhil. and 8 pence of like money, at or in the &c. in manner and form following, viz. on the 25. of *December* next comming after the date above written 46 ſhil. 8 pence thereof; on the 25 of *March* then next enſuing 40 ſhil. more thereof, on the 24 of *June* then next following 40 ſhil. more thereof, on the 29 of *September* then next enſuing 40 ſhil. more thereof, on the 25 of *December* which ſhall be in the year of our Lord God 1630 40 ſhil. more thereof, on the 25 of *March* then next enſuing 40 ſhil. more thereof, and on the 24 of *June* then next following 20 ſhil. reſidue of the ſaid ſum of &c. as by the ſaid Obligation and Condition more at large appeareth. If therefore the ſaid R. his executors, adminiſtrators or aſſignes, or any of them, do well and truly pay, or cauſe to be paid to the ſaid W. C. his executors, adminiſtrators or aſſignes, the ſaid ſum of 13 pounds 6 ſhil. 8 pence of lawfull money of *England*, at or in the place above mentioned, in ſuch manner as the ſame is above expreſſed and limitted to be paid, for the diſcharge and making void of the ſaid recited Obligation, without fraud or further delay, that then this Obligation be void and of none effect: but if default ſhall be made in any of the ſaid payments, in part or in all, then this Obligation to ſtand and abide in full power, ſtrength and vertue.

A Condition for a Brewers Clerk.

THe Condition of &c. that whereas the within named I. D. hath before the day of the date within written, entertained into his ſervice the within bound I. H. to ſerve in the room, place or office of a dray-Clerk or beer-Clerk; If therefore the ſaid I. H. doth and ſhall during the time of his ſervice in the ſaid office or place, carefully and diligently uſe and employ himſelf, and his beſt endeavours in the ſaid room or office, and do once in every week weekly during the continuance of his ſervice in the ſaid office, make and give up to the ſaid I. D. his executors or aſſignes, a true, juſt and perfect accompt in writing, at the Meſſuage or beer-houſe of him the ſaid I. D. ſituate &c. of all ſuch beer, goods and money of the ſaid I. D. as by any wayes or means ſhall come to the hands, charge, cuſtody or poſſeſſion of the ſaid I. H. And likewiſe do from week to week upon every Monday weekly, during the ſaid term, at the place aforeſaid, content and pay unto the ſaid I. D. his executors or aſſignes, all ſuch ſum and ſums of money as the ſaid I. H. ſhall have received of any perſon or perſons whatſoever, due or any wiſe belonging unto the ſaid I. D. his executors or aſſignes: And further, if the ſaid I. H. do not deliver or truſt to any Cuſtomer or Cuſtomers, or any other perſon or perſons now not ſerved by the ſaid I. D. above four barrels of beer at the moſt, before ſuch time as he ſhall have made the ſaid I. D. acquainted therewith; and of what eſtate and condition, all and every ſuch new Cuſtomers are of, and alſo ſhall have the conſent of him the ſaid I. D. thereunto. And further, if the ſaid I. H. do not depart from the ſervice of him the ſaid I. D.

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his executors, administrators or assignes, before such payment and satisfaction shall be made by him the said I. H. unto the said I. D. his executors, administrators or assignes, of all such goods, arrearages, debts, sum and sums of money, as he the said I. H. shall be found to be indebted unto the said I. D. his executors or assigns, or any of them: and if in case it shall happen the said I. H. to die or depart this life during the continuance of the said office or place of beer-Clerk to the said I. D. his executors or assignes; Then if the executors, administrators or assignes of the said I. H. do or shall (within one moneth next ensuing after the decease of the said I. H.) well and truly satisfie and pay, or cause to be satisfied and paid unto the said I. D. his executors, administrators or assignes, at the said Brew-house, all such arrearages, debts, sum and sums of money as the said I. H. shall be found to be indebted and to owe unto the said I. D. his executors or assigns, or any of them, at the time of such decease of him the said I. H. without fraud or coven: That then this &c. or else to &c.

FINIS.